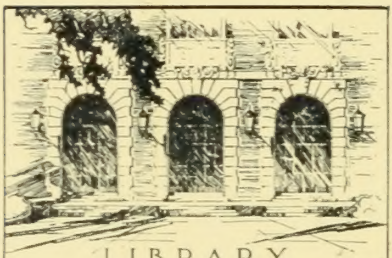
CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

DOCUMENTARY HISTORY

VOLUME ONE

LINES EAST OF THE MISSISSIPPI RIVER



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CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DOCUMENTARY HISTORY

CHARTERS

ARTICLES OF INCORPORATION

DEEDS

CONSOLIDATIONS

MORTGAGES, LEASES

DECREES, ETC.

COMPILED BY

W. W. BALDWIN, VICE-PRESIDENT

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Chicago, U. S. A.

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PLAN OF THE WORK

THIS compilation contains all important documents relating to the various companies in the Chicago, Burlington & Quincy Railroad System, from the beginning of the corporate existence of the oldest companies down to the present time, including special charters, articles of incorporation, consolidations, leases, deeds, mortgages, decrees of foreclosure and sales thereunder, accompanied by brief sketches of the Corporate History of each company together with such general railroad laws as seem pertinent to the history.

Chicago, November 1st, 1928.

INTRODUCTION

THE Chicago, Burlington & Quincy Railroad Company, with over nine thousand miles of road in eleven different states, is a corporation of the State of Illinois. It comprises and includes about two hundred different railroad companies of these states, with which it has been consolidated or whose roads it has acquired.

The first of these companies was called "Aurora Branch Railroad Company," organized at Aurora, Ill., by citizens of that place in February 1849. February 12, 1849, the Legislature of Illinois granted a Special Charter for the company and on September 2, 1850, the road was completed from Aurora northerly twelve miles to a connection with the Galena and Chicago Union Railroad (now the Chicago & Northwestern) at Turner Junction (now West Chicago). Under contract with the Galena Company, beginning December 1851, the company operated its trains into Chicago thirty miles over the Galena road, and until 1864, when it built its own line directly into the city from Aurora via Naperville.

In June 1852 the name of the company was changed to "Chicago and Aurora Railroad Company," and the company extended the road in a southwesterly direction forty-six miles, the line being completed to Mendota in October 1853.

In 1855, the name was changed to "The Chicago, Burlington and Quincy Railroad Company."

Citizens of Galesburg, Ill., in 1851, procured a charter for a road called "Central Military Tract Railroad Company," which, in December 1854, completed a line from Mendota to Galesburg, seventy-nine miles.

The Peoria and Oquawka Railroad Company was chartered February 12, 1849, to build from Peoria via Galesburg to Burlington and was completed between Galesburg and Burlington in March 1855 and between Peoria and Galesburg in February 1857.

In July 1856 the Central Military Tract and the Chicago, Burlington and Quincy were consolidated under the name "The Chicago, Burlington and Quincy Rail Road Company," and in

June 1864 the company was consolidated by purchase with the successor to the Peoria and Oquawka, but retained its name, the Chicago, Burlington & Quincy Railroad Company.

The road between Galesburg and Quincy (one hundred miles) was built by the Northern Cross Railroad Company and completed in January 1856. Mortgages upon its line were foreclosed and the Chicago, Burlington & Quincy Railroad Company became purchaser at the foreclosure sale in July 1865.

In 1861 The Chicago, Burlington and Quincy Rail Road Company acquired the road of The Jacksonville and Savanna Railroad Company from Yates City to St. David and The Peoria and Hannibal Railroad Company to Lewistown, Ill. It also acquired in 1856 an undivided one-fourth interest in the St. Charles Air Line which gave it access to the Illinois Central Station in Chicago, on the lake front, which it occupied from 1856 to 1881 when it began to use the Union Station on the west side, at Canal and Adams Streets.

Meantime, several branch line railroad companies were organized in Illinois and acquired by the Chicago, Burlington & Quincy; their names and length and date of acquisition were as follows:

Ottawa, Oswego and Fox River Valley Railroad Company from Streator to Geneva—64.83 miles—October 20, 1870.

The Illinois Grand Trunk from Mendota to Fulton—64.38 miles—October 7, 1870.

American Central from Galva to New Boston—50.59 miles, October 12, 1868.

The Dixon and Quincy from Keithsburg to Arpee—5.6 miles, November 1, 1870.

Dixon, Peoria and Hannibal from Buda to Elmwood—44.6 miles, July 1, 1869.

The Carthage and Burlington—30.4 miles, May 1, 1869.

The Quincy and Warsaw Railroad Company—Quincy to Carthage—40.6 miles, December 1, 1870.

The Quincy, Alton and St. Louis—Quincy to East Hannibal—47.71 miles, February 1, 1876.

The Chicago and Iowa Railroad Company—Aurora to Oregon and Rockford—101.94 miles, July 1, 1875.

The Chicago and Rock River Railroad Company—Shabbona to Rock Falls—46.95 miles, Oct. 9, 1872.

Illinois Valley and Northern Railroad Company—Streator to Walnut—59.9 miles, January 2, 1888.

Joliet, Rockford & Northern Railroad Company—Sheridan to Paw Paw—19.54 miles, May 1, 1882.

Galesburg & Rio Railroad Company—12 miles, Oct. 1, 1886.

Fulton County Narrow Gauge Railway Company—59.3 miles, February 1, 1906.

St. Louis, Rock Island and Chicago Railroad Company—281.3 miles, May 18, 1876.

The Jacksonville and Saint Louis Railway Company—121.86 miles, July 2, 1904.

Also various small connecting lines in Illinois.

The "Northern and Southern Illinois Railroad Company" was organized in 1904 and the "Herrin & Southern Railroad Company" in 1909. They were extensions of The Jacksonville and Saint Louis Railway Company south from Centralia to Metropolis, 105.82 miles, where the road connects with the road of the Paducah & Illinois Railroad Company, which company was organized and built from Metropolis to Paducah, Kentucky, in the joint interest of the C. B. & Q. and the Nashville, Chattanooga and St. Louis. The Paducah & Illinois is 13.93 miles long. The Bridge across the Ohio River, known as the "Metropolis Bridge," was completed in December 1917. The Paducah & Illinois forms a connecting link between the Chicago, Burlington & Quincy and the Louisville and Nashville System.

In 1883, companies were organized which were afterwards united as the "Chicago, Burlington and Northern Railroad Company," which built from Oregon, Illinois, and Fulton, Illinois, to St. Paul, Minnesota, the road being completed to St. Paul, August 23, 1886. Of date June 1, 1899, this road was conveyed to the Chicago, Burlington & Quincy Railroad Company by deed.

The length of the Burlington road in Illinois is 1686 miles; in Wisconsin 228 miles; and in Minnesota 22 miles. The Bridge across the Mississippi River at Burlington was built in 1868 and rebuilt in 1890. The Bridge at Quincy was built in 1868 and rebuilt in 1897.

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CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

AURORA BRANCH RAILROAD COMPANY
CHICAGO AND AURORA RAILROAD COMPANY
THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY
CENTRAL MILITARY TRACT RAILROAD COMPANY
THE CHICAGO, BURLINGTON AND QUINCY RAIL ROAD COMPANY
PEORIA AND OQUAWKA RAILROAD COMPANY
THE LOGANSPORT, PEORIA AND BURLINGTON RAILROAD COMPANY
PEORIA & BURLINGTON RAIL ROAD COMPANY
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

The present Chicago, Burlington & Quincy Railroad Company is a corporation of the State of Illinois, created by a consolidation between the Peoria & Burlington Rail Road Company and The Chicago, Burlington and Quincy Rail Road Company under Articles of Consolidation dated June 24, 1864.

The Peoria & Burlington Rail Road Company was formed by the reorganization of the Peoria & Oquawka Railroad Company, which Company was incorporated under a Special Act of the Legislature of Illinois in force February 12, 1849, its name being changed in 1861 to The Logansport, Peoria and Burlington Railroad Company.

The original Chicago, Burlington and Quincy Rail Road Company was created by a consolidation between the Central Military Tract Railroad Company and The Chicago, Burlington and Quincy Railroad Company under articles of Consolidation dated July 9, 1856, and the latter Company was formed in 1855 by a change of name from the Chicago and Aurora Railroad Company, which Company was formed in 1852 by change of name from the Aurora Branch Railroad Company, which was created by a Special Act of the Legislature of the State of Illinois in force February 12, 1849.

Prior to the consolidation of June 24, 1864, the C. B. & Q. Company had acquired the property of The Jacksonville and Savanna Railroad Company by deed of date November 6, 1861, from James F. Joy and J. W. Brooks, who had acquired it by deed of date November 4, 1861, from The Jacksonville and

Savanna Railroad Company, which was organized February 14, 1855, under Special Act of the Illinois Legislature.

It had also acquired a part of the railroad of The Peoria and Hannibal Railroad Company from Joy and Brooks by deed dated November 6, 1861, who had acquired it from the Peoria & Hannibal Railroad Company by deed dated November 4, 1861, which Company was formed in 1854, by a change of name from the Macomb, Vermont and Bath Railroad Company, which was incorporated under Special Act of the Legislature of Illinois in force February 11, 1853.

The foregoing named Companies were all created under authority of Special Acts of the Legislature of the State of Illinois, which Special Acts and the proceedings taken in pursuance thereof constitute the Company's Charter.

Of date June 24, 1914, the Company extended its existence as a corporation under the general laws of the State of Illinois relating to Railroads by action taken pursuant to the provisions of an Act of the Illinois Legislature approved June 7, 1911.

The Company's Charter has been filed in the several States in which it has constructed or acquired lines of railroad.

ACT OF LEGISLATURE

Approved February 28, 1854.

GENERAL ACT.

[Accepted by C., B. & Q. R. R. Co., and forms a part of its charter.]

AN ACT to enable railroad and plank road companies to consolidate their stock.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That all railroad companies and plank road companies now organized, or hereafter to be organized, which now have or hereafter may have their termini fixed by law, whenever their said road or roads intersect by continuous lines, be and the same are hereby authorized and empowered to consolidate their property and stock with each other, and to consolidate with companies out of this state, whenever their lines connect with the lines of such companies out of this State.

§ 2. Such consolidation may take place whenever the said companies shall respectively agree upon the terms and conditions of the same; and the said companies when so consolidated shall be authorized to agree upon the name or names of such consolidated company, and by such name or names the said consolidated company shall be a body corporate and politic, shall have a common seal or seals, and by such name or names shall be respectively

contracted with and make contracts, shall sue and be sued, implead and be impleaded with, and shall have all the powers, franchises and immunities which the said respective companies shall have, by virtue of their respective charters, before such consolidation passed within the State of Illinois: *Provided*, that each consolidated company shall file for record in the office of the Secretary of State, a copy of their said articles of consolidation, evidenced by the signature of the presiding officer of each of the said companies, and the corporate seal thereof.

Capital stock.

§ 3. The corporation or corporations formed by virtue of the provisions of this act shall have power to increase their capital stock to any amount required by resolution of their respective boards of directors, not exceeding the amount of the cost of the roads and works constructed and equipped by them, to borrow money and fix the rate of interest therefor, to issue bonds and the same to sell at such price as they may deem expedient, such sales being hereby authorized and confirmed, and to make any other contracts authorized by the by-laws of the said corporation or corporations, within the purview of their said charters.

Power to consolidate.

§ 4. Such corporation or corporations, when so formed, shall have the same power to consolidate with other companies when their lines connect, upon such terms as may be agreed upon by them respectively.

§ 5. No company in this State shall be authorized under the provisions of this act to consolidate with any company beyond the limits of the State, until the termini of such company in this State shall first have been fixed by the laws of this State at the boundary line thereof.

Plank road not to consolidate with railroads.

§ 6. This act shall not be so construed as to authorize any plank road not having power to build a railroad to consolidate with any railroad so as to lay a railroad upon any plank road track, until the termini of such railroad shall have been expressly fixed by law, nor shall any plank road so consolidate with any railroad unless authorized by law to lay a railroad track.

Proviso.

§ 7. All proceedings for the purpose of consolidation as above provided shall be fixed and regulated by the by laws of the respective companies desiring such consolidation: *Provided*, that such consolidation shall not take place until the terms of such consolidation shall have been approved by a majority of the stockholders in interest, in person or by proxy, at an annual or called meeting, of which due notice shall be given, by publication or in writing, to all stockholders interested, or the same be approved by the written consent of a majority of stockholders in interest, filed in the office of their company.

Crossings, &c.

§ 8. When it shall be necessary for the construction of any railroad to cross the track of any other railroad, stream of water, water course, road or

highway, which it may intersect or cross by reason of such extension into or through any adjoining State, or by reason of its consolidation with any other road or roads, company or companies, as provided in this act, it shall be lawful for said company to construct their road across or over the same by such track or tracks, bridge or bridges, viaduct or viaducts, as may be necessary to the convenience of the extension or consolidation of said road: *Provided*, said company shall restore the railroad, stream of water, water course, road or highway thus intersected or crossed to its former state, or in a sufficient manner not materially to interfere with its usefulness.

§ 9. This act shall take effect from and after its passage.

APPROVED February 28, 1854.

(Private Laws Illinois 1854, Page 9.)

NOTE.—This act remained in force until 1874, when it was repealed by an act approved March 31, 1874, which took effect July 1, 1874.

ARTICLES OF CONSOLIDATION, July 9, 1856, between The Chicago, Burlington and Quincy Railroad Company and the Central Military Tract Railroad Company forming The Chicago, Burlington and Quincy Rail Road Company.

Articles of Consolidation made and entered into and agreed upon between the Chicago Burlington and Quincy Rail Road Company and the Central Military Tract Rail Road Company this ninth Day of July A.D. 1856.

Whereas the said companies have their termini fixed by their several acts of incorporation and constitute a continuous Line of Rail Road and are therefore under the Laws of the State of Illinois authorized to consolidate their stock and property with each other. And whereas by a resolution of the Board of Directors of both the said companies passed on the fourth & fifth days of June last the following basis was submitted to the stockholders in each of the said companies respectively as a plan and as the terms suitable and proper upon which to consolidate the stock and property of the said two companies with each other.—viz—

The name of the consolidated Company shall be the Chicago Burlington and Quincy Rail Road Company.

Each Stockholder in the Central Military Tract Rail Road Company in exchange for every share of stock he may hold in that Company shall be entitled to one share of the stock in the consolidated company.

Each stockholder in the Chicago Burlington and Quincy Rail Road Company shall be entitled to one share of the stock of the consolidated Company for every share he may hold in that company and in addition thereto shall be entitled to one share of the consolidated stock for every two shares held in that company upon payment therefor within one year of sixty dollars with interest thereon at the rate of ten per cent per annum and in case any stockholder shall be entitled to a fractional or half share he may receive a whole share on payment of eighty dollars therefor and interest as above or if he elect not to receive said share he shall be paid twenty dollars for said fractional share.

A majority of the stockholders in interest shall signify their assent to these terms of consolidation on or before the ninth Day of July this next now instant.

And whereas a very large majority in interest in the stock in each of the said companies have signified by proxies in writing and by their proxies at the meeting of the stockholders of each of the said companies held at Chicago this the 9th Day of July 1856 for that purpose their approval and assent to the said terms of consolidation in accordance with the Statute in such case made and provided—

Now therefore in consideration of the above premises it is mutually covenanted and agreed by and between the said parties as follows—viz:

First—That their entire corporate property and stock be and the same are hereby consolidated and that the said consolidation shall take effect from this date and from henceforth the said companies shall constitute but one corporation in the law.

Second—The name of the said consolidated company shall be the Chicago Burlington and Quincy Rail Road Company, by which name it shall act and be described with all the powers and privileges conferred upon it by their original charter and the act of the general assembly authorizing consolidations in these cases.

Third—The stockholders in the Central Military Tract Rail Road Company shall be entitled to one share of stock in the consolidated company for every share held by him or her in that company in exchange therefor.

Fourth—Each Stockholder in the Chicago Burlington and Quincy Rail Road Company shall be entitled to one share of stock in the consolidated company in exchange for each share held by him in that company and in addition thereto shall be entitled to one share in the consolidated company for every two shares so held upon payment therefor within one year of sixty dollars for every such share with ten per cent interest thereon. And in case any Stockholders under this arrangement shall be entitled to a fractional share, he shall receive a whole share upon payment of Eighty Dollars therefor or if he shall not elect to receive the same he shall be paid twenty Dollars for said fractional share.

Fifth—As a consequence of the said consolidation the consolidated company becomes liable for and assumes all the contracts, obligations and liabilities of each of the consolidating companies.

In witness whereof the said parties have hereto set their seals the Day and year first above written by their respective Presidents—

[Seal]
AMOS T. HALL
Secretary

J. F. JOY *Prest.*
C. B. & Q. R. R. Co.

[Seal]
DAVID SANBORN
Secretary

J. F. JOY *Prest.*
C. M. T. R. R. Co.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } ss.
OFFICE OF SECRETARY.

I, George H. Harlow, Secretary of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Consolidation between the Chicago, Burlington and Quincy Rail Road Company, and the Central Military Tract Rail Road Company, filed in this office on the 14th day of July 1856 and now on file in this office. In witness whereof I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 24th day of March A. D. 1874.

GEO. H. HARLOW,
Secretary of State.

(Seal)

STATE OF ILLINOIS, }
COOK COUNTY. } ss.

I, Lester O. Goddard, a Notary Public in and for the said County and State, do hereby certify that the foregoing is a true and correct copy of the original Contract for Consolidation between the Chicago, Burlington & Quincy R. R. Company and the Central Military Tract R. R. Company, having myself compared one with the other.

Witness my hand and Notarial Seal this 24th day of March A. D. 1874.

LESTER O. GODDARD,
Notary Public.

(Seal)

ARTICLES OF CONSOLIDATION, June 24, 1864, between the Peoria & Burlington Rail Road Company and The Chicago Burlington and Quincy Rail Road Company, forming the Chicago, Burlington & Quincy Railroad Company.

MEMORANDUM OF AN AGREEMENT between the Peoria & Burlington Rail Road Company & the Chicago, Burlington & Quincy Railroad Company, made this, the 24th day of June, A. D. 1864, for the consolidation of stock and property of the said two corporations into one corporation & the property of one corporation.

Whereas, It has become expedient and necessary for the proper management of the said two corporations that their property shall be consolidated into one corporation; & whereas, at present, the stock & property of the Peoria & Burlington Rail Road Company is held by John W. Brooks, John Van Nortwick, Nathaniel Thayer, Sidney Bartlett, James F. Joy & three or four other parties, all of them, however, stockholders in the Chicago, Burlington & Quincy Rail Road Company, & is held subject to an obligation to create a mortgage & bonded debt upon the whole property of said corporation to such an amount, at least, as will pay and satisfy certain claims upon the said property in favor of Moss, Harding & Co., amounting to several hundred thousand dollars, & which mortgage shall not exceed one million five hundred thousand dollars in amount; & whereas, it has been understood

& known that the said Peoria & Burlington Rail Road Company's road was to a very considerable extent constructed with money advanced by the Chicago, Burlington & Quincy Rail Road Company, & in addition to the other outstanding claims above alluded to, should and does therefore stand in the hands of the corporators charged with the whole amount of such monies, in favor of the said Chicago, Burlington & Quincy Rail Road Company; & whereas, it cannot be as well or economically managed separately as in connection with the road of the Chicago, Burlington & Quincy Rail Road; & whereas, subject to the charges, equitable & otherwise, upon the property of the Peoria & Burlington Road, it is deemed best for the interests of both companies that they and their property shall be consolidated into one, and that the consolidated Company shall assume and pay the charges, equitable & legal, resting thereon, in consideration that the stock of the Peoria & Burlington Company shall be transferred to the Chicago, Burlington & Quincy Rail Road Company, thus becoming the property of that company, & consolidated with its property & the road, & all the property of the Peoria & Burlington Company shall be consolidated with the property of the Chicago, Burlington & Quincy Rail Road Company.

Now Therefore, This agreement, made by the said companies with each other, witnesseth:

That it is agreed by them both that all the property of the said two corporations shall be & the same is and shall be henceforth, consolidated into one property, including the roads & the appurtenances & property of every nature & kind owned by them respectively heretofore, as well as the rolling stock & machinery of every description, & that the stock of the Peoria & Burlington Rail Road Company shall be transferred to the Chicago, Burlington & Quincy Rail Road Company, & no new stock shall be issued in exchange therefor. But it is understood that the Consolidated Rail Road Company shall assume the obligations, legal & equitable, of the Peoria & Burlington Rail Road Company, shall execute a mortgage on the same, together with all its property, real & personal, to secure such bonds as may be issued thereunder, not to exceed in amount in the aggregate one million five hundred thousand dollars, & having thirty years to run to maturity, from September 20th, 1860, & bearing interest at not less than seven per cent., & shall run, operate & manage the same, reconstructing when necessary, and everywhere putting the same in order, & that henceforth, in consequence of this agreement, the said two corporations shall become one company, & the the said two properties one property & under one management, in accordance with the provisions and under the authority of the two several acts of the Legislature of the State of Illinois, the one being an act to authorize the consolidation of Rail Road & Plank Road Companies, approved February 28th, 1854, and the other the act under which the Peoria & Burlington Railroad Company is organized, passed and approved June 10th, 1863.

And it is further mutually agreed that the name of the said consolidated company shall be the Chicago, Burlington & Quincy Railroad Company.

In witness whereof the said companies have hereto caused their respective corporate seals to be affixed by the president of their respective companies

& the signatures of the said presidents respectively to be affixed thereto, this, the twenty-fourth day of June, A. D. 1864.

JOHN VAN NORTWICK,
President C., B. & Q. R. R. Company.

[Seal]

Attest:
A. T. HALL,
Secretary.

J. W. BROOKS,
President Peoria & Burlington Rail Road Company.

[U. S. REVENUE STAMP.]

We, all the stockholders of the Peoria & Burlington Railroad Company, approve and assent to the foregoing contract.

N. THAYER,
SIDNEY BARTLETT,
J. W. BROOKS,
E. J. HALE,
J. N. DENISON,
JAMES F. JOY,
J. VAN NORTWICK,
A. T. HALL,
F H. PEABODY.

[Seal]

Attest:
J. N. DENISON,
Secretary.

Filed in office of Secretary of State of Illinois, July 11th, 1864.

ACT OF LEGISLATURE

Approved June 7, 1911.

AN ACT to amend Section 5 of "An Act to provide for the incorporation of associations that may be organized for the purpose of constructing railways, maintaining and operating the same; for prescribing and defining the duties and limiting the powers of such corporations when so organized; and authorizing the same and all railroad companies of this State to own and hold the stock and securities of railroad companies of other states owning connecting lines. As amended by Act approved June 2, 1891. In force July 1, 1891. By providing for the extension of the term thereof.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Section 5 of "An Act to provide for the incorporation of associations that may be organized for the purpose of constructing railways, maintaining and operating the same; for prescribing

and defining the duties and limiting the powers of such corporations when so organized; and authorizing the same and all railroad companies of this State to own and hold the stock and securities of railroad companies of other states, owning connecting lines'' as amended by Act approved June 2, 1891, in force July 1, 1891, be and the same is hereby amended to read as follows:

§ 5. No such corporation shall be formed to continue more than fifty years in the first instance, but any railroad company formed under any law of the state may be renewed from time to time, for periods not longer than fifty years. Provided that three-fourths of the votes cast at any regular election for that purpose shall be in favor of such renewal, and those desiring a renewal shall agree to purchase the stock of those opposed thereto at its current value. Whenever any such election is held by any railroad company, a certificate, showing the proceedings of the meeting and verified by the President or a Vice-President of the corporation, and the Secretary thereof with the seal of the corporation, shall be filed with the Secretary of State within thirty days after the meeting, and upon the filing of such certificate the duration of such corporation shall thereby be extended, in accordance with the vote of the stockholders, for an additional period not longer than fifty years. ''Provided, in case where such renewal is of any Railroad company previously incorporated under a Special Act of the Legislature, then such renewal and extension of such company shall be under and subject to all the provisions of the General Laws of this State relating to Railroads, and such company shall have such powers only as provided for in this Act.

JOHN G. OGLESBY,
President of Senate.

CHARLES ADKINS,
Speaker of House.

CHARLES S. DENEEN,
Governor.

Approved June 7, 1911.

JAMES A. ROSE,
Secretary of State.

Filed June 9, 1911.

ACCEPTANCE BY THE RAILROAD COMPANY.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

The undersigned, Darius Miller and T. S. Howland, do hereby certify that they are respectively the President and Secretary of the Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois, and that at a regular meeting of the stockholders of said Chicago, Burlington & Quincy Railroad Company held at Chicago, Illinois, November 6th, 1912, which meeting was held for the purpose, among other matters, of acting upon the question of renewing the said corporation for a period of not longer than fifty years, as provided for by an Act entitled:

A BILL for an Act to amend Section 5 of ''An Act to provide for the incorporation of associations that may be organized for the purpose

of constructing railways, maintaining and operating the same; for prescribing and defining the duties and limiting the powers of such corporations when so organized; and authorizing the same and all railroad companies of this State to own and hold the stock and securities of railroad companies of other states owning connecting lines, as amended by Act approved June 2, 1891, in force July 1, 1891,'' by providing for the extension of the term thereof;''

approved June 7, 1911, the following resolution was unanimously adopted by a vote of 1,099,328 shares of stock, being more than three-fourths of the stock of said Railroad Company and of the votes cast at such stockholders meeting, called for that purpose:

CHICAGO, Wednesday, November 6, 1912.

Whereas, It is advised by Counsel that the corporate duration of this Company may expire June 24, 1914;

Resolved, That this Company be renewed for a period of fifty (50) years from said June 24, 1914, and those voting in favor of such renewal hereby agree to purchase at its current value the stock of any stockholders opposed thereto.

Resolved, That the President and Secretary make and file any certificates with the Secretary of State of Illinois, and do any other acts as may be required by law for the purpose of perfecting such renewal and extension of the duration of this Corporation.

Pursuant to the authority conferred by the aforesaid resolution of the stockholders, the said Darius Miller and T. S. Howland, President and Secretary respectively of said Chicago, Burlington & Quincy Railroad Company, do make and verify this certificate for the purpose of showing the proceedings of the said meeting and of filing the same with the Secretary of State of Illinois, in order to extend and renew said Corporation for the term of fifty years, as provided in said Act of the Legislature.

In witness whereof, each of them has hereunto set his name, and the seal of said Corporation has been affixed, this 2nd day of December, 1912.

DARIUS MILLER,
President.

(SEAL)

ATTEST: T. S. HOWLAND,
Secretary.

T. S. HOWLAND,
Secretary.

Subscribed and sworn to before me, a Notary Public in and for the County of Cook and State of Illinois, this 2nd day of December, 1912.

J. H. PETTIBONE,
Notary Public.

(SEAL)

My commission expires March 3rd, 1914.

FILED, for record in the office of the Secretary of State of Illinois, Dec. 3, 1912, at 10 o'clock A. M., and recorded in Book 40, page 88.

CORNELIUS J. DOYLE,
Secretary of State.

AURORA BRANCH RAILROAD COMPANY

Aurora Branch Railroad Company was created by a Special Act of the Illinois Legislature in force February 12, 1849, and was authorized to build a railroad from Aurora northwardly to a connection with the Galena & Chicago Union railroad (now Chicago & North Western).

The Company was organized by citizens of Aurora and vicinity in February, 1849. Construction was commenced in December, 1849, and the line from Aurora to the connection at Turner Junction (now West Chicago) twelve and two hundredths (12.02) miles was completed in September, 1850, and was operated by the Company until November 26, 1853. Through train service between Aurora and Chicago over the Galena road was inaugurated via Turner Junction October 21, 1850, and continued until March 30, 1856, when the St. Charles Air Line was completed.

The name was changed to Chicago and Aurora Railroad Company by Special Act of the Illinois Legislature, in force June 22, 1852.

ACT OF LEGISLATURE

Approved February 12, 1849.

AN ACT granting a charter to the Aurora Branch Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That all such persons as shall become stockholders agreeably to the provisions of this act in the corporations hereby created, shall be, and for the term of seventy years from and after the passage of this act, shall continue to be a body corporate and politic, by the name of the "Aurora Branch Railroad Company," and by that name shall have succession for the term of years above specified; may sue and be sued, complain and defend, in any court of law or equity; may make and use a common seal and alter the same at pleasure; may make by-laws, rules and regulations for the management of property, the regulation of its affairs, and for the transfer of its stock, not inconsistent with the existing laws and constitution of this State and of the United States; and may, moreover, appoint such subordinate agents, officers, and servants

as the business of the said corporation may require, and allow to them a suitable compensation; prescribe their duties, and require bond for the faithful performance thereof, in such penal sums, and with such sureties as they may choose, who shall hold their offices during the pleasure of a majority of the directors of said corporation.

§ 2. The said corporation shall have the right, and during its continuance, to maintain and continue a railroad with a single or double track, and with such appendages as may be deemed necessary for the convenient use of the same, from the town of Aurora, in the county of Kane, to some eligible and convenient point in the county of Du Page, there to connect with the Galena and Chicago Union Railroad.

§ 3. The capital stock of said corporation shall be one hundred thousand dollars, which shall be deemed personal property, and shall be divided into shares of one hundred dollars each. The capital stock of said corporation may at any time hereafter be increased to a sum not exceeding one million of dollars, if the same shall be judged necessary to the completion of the said work, and the same shall be subscribed for and taken under the direction of the directors of the said corporation, at such time and place as may be by them deemed expedient.

§ 4. That A. C. Gibson, Benj. Hackney, Chas. Hoyt, E. R. Allen, and Stephen F. Gale shall be commissioners for securing subscriptions to the capital stock of said corporation. Each subscriber at the time of subscribing shall pay to the commissioners one dollar on each share of the stock subscribed for by him; and the said commissioners shall, as soon as the directors are elected, deliver to them the whole amount so received.

§ 5. The affairs of said corporation shall be managed by a board of five directors, to be annually chosen by the stockholders from among themselves, as soon as may be after one-fourth of the stock is subscribed; at which time they may commence the work. The commissioners shall give notice of the time and place at which a meeting of the stockholders will be held for the choice of directors, and, at such time and place appointed for that purpose, the commissioners, or a majority of them, shall attend and act as inspectors of said election, and the stockholders present shall proceed to elect their directors by ballot, and the commissioners present shall certify the result of such election under their hands; which certificate shall be recorded in the books of the corporation, and shall be sufficient evidence of the election of the directors therein named. All further elections shall be held at the time and in the manner prescribed by the by-laws and regulations of the said incorporation. Each stockholder shall be allowed as many votes as he owns shares at the commencement of such election, and a plurality of votes shall determine the choice, but no stockholder shall be allowed to vote at any election after the first, for any stock which shall have been assigned to him within thirty days previous to holding such election. The said directors shall hold their office for one year after their election, and shall elect one of their number as president of the board.

§ 6. The said corporation is authorized to contract, make and use a single or double railroad or way, of suitable width and dimensions, to be determined by the said corporation, on the line, course or way which may

be designated and selected by the directors as the line, course or way whereon to construct and make the same; and shall have power to regulate the time and manner in which goods, effects and passengers shall be transported, taken and carried on the same, and to prescribe the manner in which the said railroad shall be used, by what force the carriages to be used thereon may be propelled, and the rate of toll for transportation of persons or property thereon, as may be deemed suitable to their interests; and it shall be lawful also for the said corporation to unite with any other railroad company upon such terms as may be agreed upon by the directors of said companies, and also to construct such other and lateral routes as may be necessary to connect them with any other route or routes which may be deemed expedient.

§ 7. In case the corporation shall not be able to acquire the title to the lands through which said road shall be laid, by purchase or voluntary cession, it shall be lawful for the corporation to appropriate so much of said land as may be necessary for its own use, for the purpose contemplated by this act, on complying with laws made and provided to govern such matters on all public works.

§ 8. The board of directors shall hereafter consist of such number of directors as shall be determined upon from time to time by the stockholders of said company, at any meeting thereof, for the choice of directors: *Provided,* that such number shall not be less than five nor more than eleven. Such directors shall be stockholders in said company, and shall be elected annually by the stockholders, either in person or by proxy, and shall hold their offices for one year and until their successors shall be elected and qualified. But any vacancy occurring in said board between elections, may be filled by the board at any legal meeting of the directors, and the person so elected to fill the vacancy shall hold his office until the next annual meeting.

§ 9. The said corporation shall be allowed two years from the passage of this act for the commencement of the construction of said work; and in case the same shall not be completed within five years thereafter, the privileges therein granted shall be forfeited.

§ 10. The said corporation shall be bound to repair all public highways, bridges, water courses which may be injured in constructing said railroad or its appendages, and shall restore them, as far as practicable, to as good a condition as they were before they were injured.

§ 11. Any person who shall willfully injure said railroad or any of the appendages thereto, shall be deemed guilty of a misdemeanor, and shall forfeit to the use of the corporation a sum equal to three times the amount of damages occasioned by such injury; to be recovered with costs of suit, in the name of such corporation, in an action of debt before any court having cognizance thereof, [or] before any justice of the peace in the county where such offense may have been committed.

§ 12. This act shall be deemed and taken as a public act, and shall be construed beneficially for all purposes herein specified or intended, and all copies thereof printed by or under the direction of the General Assembly

of this State shall be received in all courts and places whatsoever in said State as sufficient evidence thereof, without further proof.

§ 13. For the purpose of facilitating the construction of said railroad, said company are hereby authorized to negotiate loans to the amount of the capital stock, and to pledge all its personal and real property for the security thereof: *Provided*, that the individuals of said corporation shall be liable, to the extent of their stock, for the payment of its debts.

§ 14. This bill to take effect from and after its passage.

APPROVED February 12, 1849.

Private Laws Illinois 1849, 1st Session, Page 96.

GENERAL RAILROAD LAW, November 5, 1849.

AN ACT to provide for a general system of railroad incorporations.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly*, That any number of persons, not less than twenty-five, being subscribers to the stock of any contemplated railroad, may be formed into a corporation for the purpose of constructing, owning and maintaining such railroad, by complying with the following requirements: When stock to the amount of at least one thousand dollars for every mile of said road, so intended to be built, shall be in good faith subscribed, and ten per cent. paid thereon as herein required, then the said subscribers may elect directors for the said company; thereupon they shall severally subscribe articles of association, in which shall be set forth the name of the corporation; the number of years the same is to continue, which shall not exceed fifty years; the amount of the capital stock of the company, which shall be the actual cost of constructing the road, together with the cost for the right of way, motive power, and every other appurtenance for the completion and running of said road, as nearly as can be estimated by competent engineers; the number of shares of which said stock shall consist; the number of directors, and their names, to manage the concerns of the company, who shall not be one-half in the number of the stockholders, and shall hold their offices until others are elected; the place from and to which the proposed road is to be constructed, and each county into or through which it is intended to pass, and its length, as near as may be, and the names of five commissioners to open books of subscription to the stock. Each subscriber to such articles of association shall subscribe thereto his name, place of residence, and the number of shares of stock taken by him in such company. The said articles of association may, on complying with the next section, be filed in the office of the Secretary of State, and thereupon the persons who have subscribed, and all persons who shall, from time to time, become stockholders in such company, shall be a body corporate, by the name specified in such articles.

§ 2. Such articles of association shall not be filed in the office of the Secretary of State until ten per cent. on the amount of the stock subscribed thereto shall have been actually and in good faith paid, in cash, to the directors named in such articles, nor until there is endorsed thereon,

or annexed thereto, an affidavit, made by at least three of the directors named in such articles, that the amount of stock required by the first section has been subscribed, and that ten per cent. on the amount has actually been paid in.

§ 3. A copy of any articles of association filed in pursuance of this act, with a copy of the affidavit aforesaid endorsed thereon, or annexed thereto, and certified to be a copy by the Secretary of this State, or his deputy, shall, in all courts and places, be presumptive evidence of the incorporation of such company, and of the facts therein stated.

§ 4. When the certificate shall have been filed as aforesaid, the persons who shall have signed and acknowledged the same, and their successors, shall be a body politic and corporate, by the name stated in such certificate, and shall be capable of suing and being sued, and may have a common seal, and may make and alter the same at pleasure, and be capable in law of purchasing, holding, and conveying any real estate and personal property whatever, necessary for the construction of such road, and for the erection of all necessary buildings, yards, and appurtenances for the use of the same.

§ 5. The commissioners for opening books of subscription, named in the act of incorporation, shall, from time to time, after the company shall be incorporated, open books of subscription to the capital stock of the company, in such places and after giving such notice as a majority of them shall direct; which books of subscription shall be kept open until all the capital stock shall be subscribed, if the corporation shall so long exist, and in case a greater amount of stock shall be subscribed than the whole capital of said company, the commissioners shall distribute such capital stock as equally as possible among the subscribers; but no share thereof shall be divided in making such distribution, nor shall a greater number of shares be allotted to any subscriber than such subscriber shall have subscribed for.

§ 6. As soon as practicable, after such capital stock shall have been subscribed and distributed as aforesaid, the commissioners to receive subscriptions thereto shall appoint a time and place for the meeting of the stockholders to choose directors; such meeting to be held in one of the counties in or through which such railroad is proposed to be constructed, and notice thereof shall be given by said commissioners, by public notice to be published not less than twenty days previous thereto, in the State paper, and a newspaper published in each county through which the said road shall be intended to run, in which a newspaper shall be published. Thirteen directors shall be chosen at such meeting, by ballot, and by a majority of the votes of the stockholders being present in person or by proxy, and every such stockholder being so present at such election, or at any subsequent election of directors, shall be entitled to give one vote for every share of stock which he shall have owned for the thirty days next preceding such election; but no stockholder shall vote at any such election upon any stock, except such as he shall have owned for such thirty days. No person shall be a director unless he shall be a stockholder, owning stock absolutely and in his own right, and qualified to vote for directors at the election at which he shall be chosen; and at least seven of the directors

shall, at the time of their election, be residents of the counties in or through which the route of such railroad shall run. The directors shall be directors for one year, and until others are elected in their places.

§ 7. The commissioners named in the last preceding section shall be inspectors of the first election of directors, shall openly count the votes and declare the result, and shall, within ten days thereafter, file a certificate thereof, subscribed by them or a majority of them, in the office of the Secretary of State, and in the office of the clerk of each county, or with the clerk of the county commissioners' court (as the case may be) of each county in or through which such railroad shall be proposed to be constructed, and shall also deliver to the treasurer of such company all moneys [received] by such commissioners on subscriptions to such capital stock, and all books and papers in their possession relative to such subscriptions. All subsequent elections shall be held at such time and place in one of these counties through which such railroad shall pass, as shall be directed by the by-laws of the company.

§ 8. A general meeting of the stockholders of any corporation formed under this act shall be holden annually, at the time and place appointed for the election of directors, and a meeting may be called at any time during the interval between such annual meetings, by the directors or by the stockholders owning not less than one-fourth of the stock, by giving thirty days public notice of the time and place of the meeting, in the State paper, and a newspaper published in each county through which the said road shall be run or be intended to run, in which a newspaper shall be published; and when any such meeting is called by the stockholders, the particular object of such call shall be stated, and if at any such meeting thus called, a majority in value of the stockholders are not represented in person or by proxy, such meeting shall be adjourned from day to day, not exceeding three days, without transacting any business, and if, within said three days, stockholders having a majority of the stock do not attend such meeting, then the said meeting shall be dissolved.

§ 9. At the regular annual meeting of the stockholders of any corporation, it shall be the duty of the president and directors in office for the preceding year to exhibit a clear and distinct statement of the affairs of the said company, and at any meeting of the stockholders a majority of those present in person or by proxy may require similar statements from the directors, whose duty it shall be to furnish them when thus required; and at all general meetings of the stockholders a majority in value of the stockholders in said company may fix the rate of interest which shall be paid by the company, for loans for the construction of said road and its appendages, may remove any president or any directors of said company and elect others in their stead; *Provided,* notice of such intended removal has been given, *as required* by the last preceding section.

§ 10. In case it shall happen at any time that an election of directors shall not be made on the day designated by the by-laws of the company, when it ought to have been made, the company for that reason shall not be dissolved, if within ninety days thereafter they shall hold an election for directors in such manner as shall be provided by the by-laws of the company.

There shall be a president of the company, who shall be chosen by and from the directors, and also such subordinate officers as the company by its by-laws, may designate, who may be elected or appointed, and required to give such security for the faithful performance of the duties of their office as the company, by its by-laws, may require.

§ 11. It shall be lawful for the directors to call in and demand from the stockholders, respectively, all sums of money by them subscribed, at such time and in such payments or instalments as the directors shall deem proper, under the penalty of forfeiting the shares of stock subscribed for, and all previous payments made thereon, if payments shall not be made by the stockholders within sixty days after personal demand, or notice requiring such payment shall have been made in each county through which said road shall be laid out in which a newspaper shall be published.

§ 12. The directors of such company shall have power to make by-laws for the management and disposition of stock, property, and business affairs of such company, not inconsistent with the laws of this State, and prescribing the duties of officers, artificers, and servants that may be employed, for the appointment of all officers for carrying on all the business within the object and purposes of such company.

§ 13. The stock of such company shall be deemed personal estate, and shall be transferable in the manner prescribed by the by laws of the company, but no shares shall be transferable till all previous calls thereon shall have been fully paid in, or the said shares shall have been forfeited for the non-payment of calls thereon; and it shall not be lawful for such company to use any of their funds in the purchase of any stock in their own or in any other corporation.

§ 14. All the stockholders of any such company that shall be hereafter incorporated under this act shall be severally individually liable to the creditors of such company to an amount equal to the amount of stock held by them, respectively, for all debts and contracts made by such company, until the whole amount of capital stock fixed and limited by the company in manner aforesaid shall have been paid in, and a certificate thereof shall have been made and recorded, as prescribed in the following section; and shall be jointly and severally liable for all debts that may be due and owing to all their laborers, servants and apprentices, for services performed for such corporation, but not be liable to an action therefor before an execution shall be returned unsatisfied in whole or in part against the corporation, and then the amount due on said execution shall be the amount recoverable, with costs, against said stockholders.

§ 15. The president and a majority of the directors, within thirty days after the payment of the last instalment of the capital stock, so fixed and limited by the company, shall make a certificate, stating the amount of the capital stock so fixed and paid in; which certificate shall be signed by the president and a majority of the directors, and sworn to by the president and secretary, and they shall, within the said thirty days, file and record the same in the office of the Secretary of State.

§ 16. If the directors of any such company shall declare and pay any dividend when the company is insolvent, or any dividend, the payment of

which would render it insolvent, they shall be jointly and severally liable for all the debts of the company then existing, and for all that shall thereafter be contracted so long as they shall respectively remain in office; *Provided*, that if any of the directors shall be absent at the time of making the dividend, or shall object thereto, and shall, within thirty days thereafter, or after his return, if absent, file a certificate of their absence or objection with the clerk of the company, and with the clerk of the county, or with the clerk of the county commissioner's court of the county in which the principal office of said company is located, they shall be exempt from the said liability.

§ 17. If any certificate or report made or public notice given by the officers of any such company, in pursuance of the provisions of this act, shall be false in any material representation, all the officers who shall have signed the same shall be jointly and severally liable for all the debts of the company contracted while they are stockholders or officers thereof.

§ 18. No person holding stock in any such company, as executor, administrator, guardian, or trustee, and no person holding such stock as collateral security, shall be personally subject to any liability as stockholders of such company; but the person pledging the stock shall be considered as holding the same, and shall be liable as a stockholder accordingly, and the estates and funds in the hands of such executor, administrator, guardian or trustee shall be liable in like manner, and to the same extent as the testator or intestate, or the ward or persons interested in such trust fund would have been if he had been living, and competent to act, and held the same stock in his own name.

§ 19. Every such administrator, executor, guardian, or trustee shall represent the share of stock in his hands at all meetings of the company, and may vote accordingly as a stockholder.

§ 20. Every such company, before proceeding to construct a part of their road into or through any county named in their certificate of association, shall make a map and profile of the route intended to be adopted by such company; which shall be certified by a majority of the directors and filed in the office of the county clerk of such county, or with the clerk of the county commissioners' court of such county, for the inspection and examination of all parties interested therein.

§ 21. Every such corporation shall possess the general powers, and be subject to the general liabilities and restrictions expressed in the special powers following, that is to say:

1. To cause such examination and surveys for the proposed railroad to be made as may be necessary to the selection of the most advantageous route for the railroad, and for such purpose, by their officers, agents, and servants, to enter upon lands or waters of any person, but subject to responsibility for all damages which they shall do thereto.

2. To receive, hold, and take such voluntary grants and donations of real estate and other property, as shall be made to it, to aid in the construction, maintenance, and accommodation of such railroad; but the real estate thus received by voluntary grants shall be held and used for the purposes of such grants only.

3. To purchase, and by voluntary grants and donations receive and take, and by its officers, engineers and surveyors and agents enter upon and take possession of and hold, and use all such lands and real estate and other property as may be necessary for the construction and maintenance of its railroad and stations, depots and other accommodations necessary to accomplish the object for which the corporation is created; but not until the compensation to be made therefor, as agreed upon by the parties, or ascertained as hereinafter prescribed, be paid to the owner or owners thereof, or deposited as hereinafter directed, unless the consent of such owner be given to enter into possession.

4. To lay out its road, not exceeding six rods wide, and to construct the same, and for the purposes of cuttings, embankments, and procuring stone and gravel, may take as much more land within the limits of its charter, in the manner provided hereinafter, as may be necessary for the proper construction and security of the road.

5. To construct their road upon or across any stream of water, water course, road, highway, railroad, or canal, which the route of its road shall intersect; but the corporation shall restore the stream or water course, road or highway, thus intersected, to its former state, or in a sufficient manner not to have impaired its usefulness.

6. To cross, intersect, join, and unite its railroad with any other railroad before constructed, at any point on its route, and upon the grounds of such other railroad company, with the necessary turnouts, sidings, and switches, and other conveniences, in furtherance of the objects of its connections; and every company whose railroad is or shall be hereafter intersected by any new railroad, shall unite with the owners of such new railroad in forming such intersections and connections, and grant the facilities aforesaid; and if the two corporations cannot agree upon the amount of compensation to be made therefor, or the points or manner of such crossings and connections, the same shall be ascertained and determined by commissioners to be appointed by the court, as is provided hereinafter in respect to the taking of lands.

7. To purchase lands or take them, may change the line of its road whenever a majority of the directors shall so determine, as is hereinafter provided, but no such change shall vary the original route of such road to exceed one mile laterally.

8. To take, transport, carry and convey persons and property on their railroad, by the force and power of steam, of animals, or any mechanical powers, or by any combinations of them, and receive tolls or compensation therefor.

9. To erect and maintain all necessary and convenient buildings, stations, depots and fixtures, and machinery for the accommodation and use of their passengers, freight and business, and obtain and hold the lands necessary therefor.

10. To regulate the time and manner in which passengers and property shall be transported, and the tolls and compensation to be paid therefor; but such compensation for any passenger and his ordinary baggage shall

not exceed three cents a mile, unless by special act of the Legislature, and shall be subject to alteration as hereinafter provided.

11. To borrow money, to be applied to the construction of their railroad and fixtures, and purchase of engines and cars, at such rates of interest as is hereinafter provided.

§ 22. Any number of persons, not less than thirteen, intending to organize a corporation under the provisions of this act, and every company that may hereafter organize under this act, may present a petition to the Legislature, stating the place from and to which they propose to construct their road, and its location and route, with reasonable certainty, or that they intend to run the said road on the most direct and eligible route between the points of terminus, and praying the Legislature to determine whether the construction of the said proposed road will be of sufficient public use to justify the taking of private property for the construction of the same. And if the Legislature shall determine and decide by law that such proposed road will be of sufficient public utility to justify the taking of private property for constructing and maintaining said road, under the provisions of this act, then such company, when organized, may enter upon, take possession of and use all such lands, real estate, as may be required for the construction and maintenance of their railroad, and the convenient accommodations appertaining to the same; making compensation, in the manner hereinafter provided, for all lands, real estate, thus taken possession of and used, except such as may be voluntarily given to or purchased at an agreed price by the said corporation. Whenever the said corporation shall not have acquired by gift or purchase any land, real estate, so required as aforesaid, or which may be affected by any operation connected by such construction and maintenance, the said corporation may present to the circuit court of the district where said lands or real estate shall lie, a petition, signed by its attorney or agent, describing with convenient accuracy and certainty, by map or otherwise, the lands or real estate so required to be taken or affected as aforesaid setting forth the name and residence of each owner or other person interested therein as owner, lessee, incumbrancer as far as known to such attorney or agent or appearing of record and praying the appointment of commissioners to ascertain the compensation to be made to such owners and persons interested, for the taking or injuriously affecting such land or real estate as aforesaid. The court shall have satisfactory evidence that notice of an intended application, and the time and place thereof, for the appointment of commissioners of appraisement between said corporation and the owners and persons interested in such lands and real estate, had been given at least ten days previously, to such owners personally, or to some person of suitable age, at their residence, or on the premises, or by the publication thereof in a newspaper printed in the county in which such lands or real estate may lie. Such publication to be allowed only in respect to owners who shall appear by affidavit to have no residence in the county, known to such agent or attorney whereat such notice could be delivered as aforesaid. The court may adjourn the proceedings from time to time; shall direct any future notice thereof to be given that may seem proper; shall have proofs and

allegations of all parties interested, touching the regularity of the proceedings; and shall, by an entry in its minutes, appoint five competent and disinterested persons commissioners to ascertain such compensation as aforesaid, specifying in such entry a time and place for the first meeting of such commissioners. The said commissioners, before entering upon the duties of their office, shall take the oath required by the laws and constitution of this State, and any one of them may administer oaths to witnesses produced before them; and may adjourn, and may hold meetings for that purpose. Whenever they shall meet to hear proofs and allegations, unless by appointment of the court or pursuant to adjournment, they shall cause reasonable previous notice of such meetings to be given to the said owners or parties interested, or their attorney, or agent, and may each of them issue subpœnas and compel witnesses to appear and testify; they shall hear the proofs and allegations of the parties, and any three or more of them, after reviewing the premises, without fear or favor or partiality, ascertain and certify the compensation proper to be made to the said owners and parties interested, for the lands or real estate to be taken, as well as all damages accruing to the owner of the lands and real estate aforesaid, taken in consequence of the condemnation of the same, or injuriously affected as aforesaid, making such deduction or allowance for real benefit or advantages which such owners or parties interested may derive from the construction of said road, and may in their discretion assess a separate reasonable sum in favor of such owners and parties interested, or of any person appointed by the court to appear as attorney for them, for costs, expenses, and reasonable counsel fees. They, or a majority of them, shall make, subscribe, and file with the clerk of the county, or with the clerk of the county commissioners' court, in which such lands or real estate shall lie, a certificate of their said ascertainment and assessment, in which such lands or real estate shall be described by map or otherwise, with convenient accuracy and certainty. The court, upon such certificate and due proof that such compensation and separate sums, if any be certified, have been paid to the parties entitled to the same, or have been deposited to the credit of such parties in the State treasury, or other place for that purpose approved by the court, shall make and cause to be entered in its minutes a rule describing such lands or real estate, in manner aforesaid, such ascertainment of compensation, with the mode of making it, and such payment or deposit of the same compensation as aforesaid; a certificate copy of which rule shall be recorded and indexed in the proper recorder's office, in like manner and with the like effect as if it were a deed of conveyance from the said owners and parties interested to the said corporation. Upon the entry of such rule the said corporation shall become seized in fee of all the lands and real estate described in said rule, as required to be taken as aforesaid, during the continuance of the corporation, by this or any subsequent act, and may take possession of and hold and use the same for the purposes of said road, and shall thereupon be discharged from all claim for any damages by reason of any matter specified in said petition, certificate, or rule of said court. If at any time after an attempted or actual ascertainment of compensation under this or any other

act, or any purchase by, or donation to said corporation, of any lands for the purposes aforesaid, it shall appear that the title acquired thereby to all or any part of such lands for the use of said road, or if said corporation shall fail or be deemed defective, the said corporation may proceed anew to perfect such title, by procuring an ascertainment of the compensation proper to be made to any person or persons whose title, claim or interest in, or lien upon such lands, and by making payment thereof in the manner hereinafter provided, as near as may be, and at any stage of such new proceedings, or of any proceedings under this act, the court may, by a rule in that behalf made, authorize the said corporation, if already in possession, and if not in possession to take possession of and use such premises during the pendency and until the final conclusion of such proceedings, and may stay all actions and proceedings against such corporation on account thereof; *Provided*, such corporation shall pay a sufficient sum into court, or give approved security to pay the compensation in that behalf, when ascertained; and in every case where possession shall be so authorized, it shall be lawful for the owners to conduct the proceedings to a conclusion, if the same shall be delayed by the company. The said commissioners shall be entitled to receive from said corporation a compensation not exceeding two dollars for each day actually employed by them in the discharge of their duties. Such compensation to be taxed and allowed by the court. If any commissioner so appointed shall die, be unable, or fail to serve, the court may appoint another in his place, on reasonable notice of the application, to be approved by the court. The proceedings hereby authorized may be had in the circuit court in a county where the lands lie, and all motions to the circuit court shall be made at a general or special term thereof in said county. The said commissioners shall file the said certificate in the county where the lands to be affected may lie, or in any adjacent county, and any clerk may transfer the same and the proceedings connected therewith to the clerk of the county in which the lands to be affected may lie, or of any county adjacent thereto, whenever such commissioner or clerk shall be so required by said corporation, its agent or attorney. And the Legislature hereby reserves [the right] to itself to indicate the routes and termini of said roads, and the same shall not be constructed or commenced without the expressed sanction of the Legislature of this State, by a law to be passed hereafter.

§ 23. In case any infant, idiot, or insane person, or any unknown owner or owners, not personally notified to appear and who shall not appear after such notice, on the appointment of commissioners, shall be interested in any such lands, real estate, and property, the court shall appoint some proper person to appear before the said commissioners and act as attorney for and in behalf of such infant, idiot, insane person, unknown owner, or non-appearing owner, not personally served with notice.

§ 24. If at any time after the location of the track of said road, in whole or in part, and the filing of the map thereof, it shall appear to the directors of said company that the line in some parts thereof may be improved, it shall be lawful for the said directors, from time to time, to alter the line and cause a new map to be filed in the office, where the map show-

ing the first location is or shall be filed, and may thereupon proceed to take possession of the lands embraced in such new location that may be required for the construction and maintenance of said road on such new line, and the convenient accommodations appertaining to the same, either by agreement with the owner or owners, or by such proceedings as near as may be, as are authorized under the preceding section of this act, and use the same in place of the line for which the new is substituted. Nothing in this act contained shall authorize the said company to make a location of their track within any city without the consent of the common council of said city.

§ 25. Whenever the track of said railroad shall cross a road or highway, such road or highway may be carried under or over the track as may be found most expedient; and in cases where an embankment or cutting shall make a change in the line of such road or highway desirable, with a view to a more easy ascent or descent, the said company may take such additional lands for the construction of such road or highway, or such new line, as may be deemed requisite by said directors. Unless the lands so taken shall be purchased or voluntarily given for the purposes aforesaid, compensation therefor shall be ascertained in the manner in this act provided, as nearly as may be, and duly made by said corporation to the owners and persons interested in such lands, the same when so taken or compensation made to become part of such intersecting road or highway, in such manner and by such tenure as the adjacent parts of the same highway may be held for highway purposes.

§ 26. If any such corporation shall for its purpose aforesaid require any land belonging to the people of this State, or to any of the counties or towns, the General Assembly of the State and the county and town officers respectively, having charge of such lands, may grant such lands to such corporations for a compensation, which shall be agreed upon between them; and if they shall not agree upon a sale and price, the same may be taken by the corporation as is before provided in respect to other cases.

§ 27. Every conductor, baggage-master, engineer, brakeman, or other servant of any such railroad corporation, employed in a passenger train, or at stations for passengers, shall wear upon his hat or cap a badge, which shall indicate his office, and the initial letters of the style of the corporation by which he is employed. No conductor or collector without such badge, shall demand or be entitled to receive from any passenger any fare, toll, or ticket, or exercise any of the powers of his office; and no other of said officers or servants, without such badge, shall have any authority to meddle or interfere with any passenger, his baggage, or property.

§ 28. Every such corporation shall make an annual report to the Secretary of this State of the operations of the year ending on the first day of January; which report shall be verified by the oaths of the treasurer and the acting superintendent of operations, and filed in his office by the twentieth day of January, in each year, and shall state—

1st. The capital stock and the amount actually paid in;

2d. The amount expended for the purchase of lands for the construction of the road, for buildings, and for engines and cars, respectively;

3d. The amount and nature of its indebtedness, and the amounts due the corporation;

4th. The amount received for the transportation of passengers, of property, of the mails, and from other sources;

5th. The amount of freight, specifying the quantity in tons, of the products of the forests, of animals, of vegetable food, other agricultural products, manufactures, merchandise, and other articles;

6th. The amount paid for repairs, engines, cars, buildings, and salaries;

7th. The number and amount of dividends, and when paid;

8th. The number of engine houses and shops, of engines and cars, and their character;

9th. The number of miles run by passenger, freight, and other trains, respectively;

10th. The number of men employed, and their occupation;

11th. The number of persons injured in life or limb, and the causes of such injury;

12th. Whether any accidents have arisen from carelessness or negligence of any person in the employment of the corporation, and whether such person is retained in the service of the corporation.

§ 29. Any such corporation which shall neglect to make such report, shall be liable to a penalty of two hundred and fifty dollars, to be sued for in the name of the people of this State.

§ 30. The property belonging to any company organized under the provisions of this act, shall be listed by the resident secretary or other proper officer, with the auditor of State, which shall be subject to the same rate of taxation as other similar property of individuals, and the revenue arising therefrom shall be paid into the State treasury, until the entire extinction of the internal improvement debt of the State, after which the said property shall be subjected to taxation, and the revenue arising therefrom paid as in the case of all other property in the State. The revenue derived under this section to be applied to the payment of the public debt of the State.

§ 31. The State shall have a lien upon all railroads of said corporations, and their appurtenances and stock therein, for all penalties, taxes, and dues which may accrue to the State from said corporations; which lien of the State shall take precedence of all demands, judgments, or decrees, against said corporations; and the citizens of this State shall have a lien upon all the personal property of said corporation to the amount of one hundred dollars, originally contracted within this State; which, after said lien of the State, shall take precedence of all other debts, demands, judgments or decrees, liens or mortgages, against said corporation.

§ 32. The Legislature may, when any such railroad shall be opened for use, from time to time, alter or reduce the rates of toll, fare, freight, or other profits upon such road; but the same shall not, without the consent of the corporation, be so reduced as to produce with said profits less than fifteen per cent. per annum on the capital actually paid in; nor, unless

on an examination of the amounts received and extended to be made by the Secretary of State, he shall ascertain that the net income divided by the company from all sources for the year then last past shall have exceeded an annual income of fifteen per cent. upon the capital of the corporation actually paid in.

§ 33. Any such corporation shall, when applied to by the Postmaster General, convey the mail of the United States on their road or roads respectively, and in case such corporation shall not agree as to rates of transportation thereof, and as to time, rate of speed, manner and condition of carrying the same, it shall be lawful for the Governor of this State to appoint three commissioners, who, or a majority of them, after fifteen days' notice in writing of the time and place of meeting to the corporation, shall determine and fix the prices, times, and condition aforesaid, but such prices shall not be less for carrying said mails in the regular passenger trains than the amount which such corporation would receive as freight on a like weight of merchandise transported in their merchandise trains, and a fair compensation for the post office car. And in case the Postmaster General shall require the mail to be carried at other hours, and at a higher speed than the passenger trains be run at, the corporation shall furnish an extra train for the mail, and be allowed an extra compensation for the expenses and wear and tear thereof, and for the services to be fixed aforesaid.

§ 34. If any passenger shall refuse to pay his fare or toll, it shall be lawful for the conductor of the train and the servants of the corporation to put him out of the cars at any usual stopping place the conductor shall select.

§ 35. Every such corporation shall start and run their cars for the transportation of passengers and property, at regular times to be fixed by public notice, and shall furnish sufficient accommodations for the transportation of all such passengers and property as shall, within a reasonable time previous thereto, offer or be offered for transportation at the place of starting, and the junctions of other railroads, and at sidings and stopping places established for receiving and discharging way passengers and freight, and shall take, transport, and discharge such passengers and property at, from, and to such places, on the due payment of tolls, freight, or fare, legally authorized therefor.

§ 36. In case of the refusal by such corporation, or their agents, so to take and transport any passengers or property, or to deliver the same or either of them at the regular or appointed time, such corporation shall pay to the party aggrieved all damages which shall be sustained thereby, with costs of suit.

§ 37. In forming a passenger train, baggage or freight or merchandise or lumber cars shall not be placed in rear of passenger cars, and if they or any of them shall be so placed and any accident happen to life or limb, the officer or agent who so directed or knowingly suffered such arrangement, and the conductor or engineer of the train, shall each and all be held guilty of intentionally causing the injury, and be punished accordingly.

§ 38. A bell of at least thirty pounds weight, or a steam whistle, shall

be placed on each locomotive engine, and shall be rung or whistled, at the distance of at least eighty rods from the place where the said road shall cross any other road or street, and be kept ringing or whistling until it shall have crossed said road or street, under a penalty of fifty dollars for every neglect, to be paid by the corporation owning the railroad, one-half thereof to go to the informer, and the other half to the State, and also be liable for all damages which shall be sustained by any person by reason of such neglect.

§ 39. Every such corporation shall cause boards to be placed, well supported by posts or otherwise, and constantly maintained across each public road or street, where the same is crossed by the railroad. On the same level said boards shall be elevated, so as not to obstruct the travel, and to be easily seen by travellers; and on each side of said boards shall be painted in capital letters, of at least the size of nine inches each, the words *"Railroad Crossing—look out for the cars while the bell rings, or the whistle sounds."* But this section shall not apply to streets in cities, or villages, unless the corporation be required to put up such boards, by the officers having charge of such streets.

§ 40. If any person shall, while in charge of a locomotive engine running upon the railroad of any such corporation, or while acting as the conductor of any car or train of cars on any such railroad, be intoxicated, he shall be deemed guilty of a misdemeanor.

§ 41. If any person shall wilfully do, or cause to be done, any act or acts whatever whereby any building, construction, or work of any such corporation, or any engines, machine or structures, or any matter or thing appertaining to the same, shall be stopped, obstructed, impaired, weakened, injured, or destroyed, the person or persons offending shall be guilty of a misdemeanor, and shall forfeit and pay to the said corporation, treble the amount of damages sustained by means of such offence.

§ 42. All penalties imposed by this act may be sued for by the District Attorney, and in the name of the people of the State of Illinois; and if such penalty be for a sum not exceeding one hundred dollars, then each suit may be brought before a justice of the peace.

§ 43. Every such corporation shall, within a reasonable time after their road shall be located, cause to be made:

1st. A map and profile thereof, and of the land taken or obtained for the use thereof, and file the same in the office of the Secretary of State; and also like maps of the parts thereof located in different counties, and file same in the office for recording deeds in the county in which said parts of said road shall lie, there to remain as of record forever.

2d. A certificate, specifying the line upon which it is proposed to construct the railroad and the grades and curves.

§ 44. If any such corporation shall not, within five years after its incorporation, begin the construction of its road and expend thereon ten per cent. on the amount of its capital, and finish the road and put it in full operation in ten years thereafter, its acts of incorporation shall become void.

§ 45. All existing railroad corporations within this State shall respec-

tively have and possess all the powers and privileges, and be subject to all the duties and liabilities and provisions contained in this act, so far as they shall be applicable to their present conditions, and not inconsistent with their several charters, and all railroad companies that are now constructing their roads may acquire title to lands necessary for that purpose under the provisions of this act.

§ 46. This act shall take effect and be in force from and after its passage.

APPROVED November 5, 1849.

General Laws, Illinois, 1849, 1st Session, Page 18.

AN ACT supplemental to an act entitled "An act to provide for a general system of railroad incorporations."

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly,* That whenever the citizens of any city or county in this State are desirous that said city or county should subscribe for stock in any railroad company already organized or incorporated, or hereafter to be organized or incorporated under any law of this State, such city or county may, and are hereby, authorized to purchase or subscribe for shares of the capital stock in any such company, in any sum not exceeding one hundred thousand dollars for each of such cities or counties; and the stock so subscribed for or purchased, shall be under the control of the county court of the county or common council of the city making such subscription or purchase, in all respects as stock owned by individuals.

§ 2. That for the payment of said stock, the judges of the county court of the county, or the common council of the city making such subscription or purchase, are hereby authorized to borrow money at a rate not exceeding ten per cent. per annum, and to pledge the faith of the county or city for the annual payment of the interest, and the ultimate redemption of the principal, or if the said judges or common council should deem it most advisable, they are hereby authorized to pay for such subscription or purchase in bonds of the city or county, making such subscription to be drawn for that purpose, in sums not less than fifty dollars, bearing interest not exceeding ten per centum per annum; *Provided,* that no bond shall be paid out at a rate less than par value.

§ 3. The railroad companies already organized or incorporated, or hereafter to be organized or incorporated under the laws of this State, are hereby authorized to receive the bonds of any county or city becoming subscribers to the capital stock of such company, at par, and in lieu of cash, and to issue their bonds bearing interest not exceeding ten per centum per annum for any monies by them borrowed for the construction of their railroad and fixtures, or for the purchase of engines and cars, and for such purpose may dispose of any bonds by them received as aforesaid.

§ 4. No subscription shall be made, or purchase or bond issued, by any county or city under the provisions of this act, whereby any debt shall be created by said judges of the county court of any county, or by the common

council of any city, to pay any such subscription, unless a majority of the qualified voters of such county or city, (taking as a standard the number of votes thrown at the last general election previous to the vote had upon the question of subscription under this act for county officers,) shall vote for the same; and the judges of the county court of any county, or the common council of any city, desiring to take stock as aforesaid, shall give at least thirty days' notice, in the same manner as notices are given for election of state or county officers in said counties, requiring said electors of said counties or said cities to vote upon the day named in such notices, at their usual place of voting, for or against the subscription for said capital stock which they may propose to make, and said notices shall specify the company in which stock is proposed to be subscribed, the amount which it is proposed to take, and the time which the bonds proposed to be issued are to run, and the interest which said bonds are to bear; or in case it is proposed to borrow money to pay such subscription, then the notices shall state the terms upon which such loan is to be effected; and the opinion of the electors shall be expressed upon their ballots "for subscription," or "against subscription," and counted and returned by the judges and clerks of elections as in other cases; and if a majority of the voters of said county or city, assuming the standard aforesaid, shall be in favor of the same, such authorized subscription or purchase, or any part thereof, shall then be made by said judges or common council. In case any election had under this act is held upon a day of a general election, then the number of votes thrown at such general election for county officers shall be the standard of the number of qualified voters as aforesaid. No bonds shall be issued under the provisions of this act by any county or city, excepting for the amounts required to be paid at the time of subscription, and for the amounts of and at the time when assessments upon all the stockholders of said company shall be regularly assessed and made payable.

§ 5. This act shall take effect from and after its passage.

Approved November 6, 1849.

General Laws, Illinois, 1849, 1st Session, Page 33

ACT OF LEGISLATURE, February 15, 1851.

AN ACT to amend an act entitled "An Act supplemental to an act entitled an act to provide for a general system of railroad incorporations," approved November 6, 1849.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly*, That for the payment of the annual interest which may accrue upon any bond or bonds which may be hereafter issued by the county court of the county of Jo Daviess, in payment for stock which may be subscribed by the said county, to the capital stock of the Galena and Chicago Union Railroad company, in pursuance of the provisions of the act to which this is an amendment, the said county court shall be and they are hereby authorized and empowered to levy a tax, not

exceeding four mills to the dollar, on the valuation of the real and personal property in said county; which said tax shall be collectable and payable in gold and silver only, and be applied to the purposes aforesaid, and no other.

§ 2. This act to take effect and be in force from and after its passage.

APPROVED February 15, 1851.

General Laws, Illinois, 1st Session, 1851, Page 109

ACT OF LEGISLATURE

Approved June 22, 1852.

AN ACT to amend the charter of the Aurora Branch Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the company incorporated by an act entitled "An Act granting a charter to the Aurora Branch Railroad Company," approved February 12, 1849, be and is hereby authorized to extend its road from Aurora, in Kane county, crossing Fox river at a point not farther south than the present mill-dam across Fox river, in the village of Aurora, in said county, in the most direct practicable line; thence in a southwesterly direction, on the most direct practicable route, to a point of at least fifteen miles north of La Salle, and where such extension may intersect any railroad built or to be built northward from the town of La Salle, in La Salle county, and there to form a connection with any such railroad.

§ 2. The said company is hereby authorized to use and exercise all the powers for obtaining the right of way for the use of said company in the construction of said road that are given and expressed by the acts to provide for a general system of railroad incorporations, approved November 5th, 1849; and the name of said company is hereby changed to that of "Chicago and Aurora Railroad Company." Said company is also authorized and empowered to increase its capital stock to a sum not exceeding two millions of dollars.

§ 3. This act to take effect and be in force from and after its passage.

APPROVED June 22, 1852.

Laws Illinois 1852, 2nd Session, Page 170.

ACT OF LEGISLATURE, February 12, 1853.

AN ACT to amend an act entitled "An act to provide for a general system of railroad incorporations."

SECTION 1. *Be it enacted by the people of the state of Illinois, represented in the General Assembly,* That all railroad companies incorporated, or which may be hereafter incorporated under the authority of this state, the lines or routes of which railroads may connect with or cross each other, shall have power to make contracts or arrangements with each other for the use of each other's engines, machinery or cars, as also for the mutual

transportation of material, merchandise and passengers upon and along the lines of each other's roads, upon such terms as may be mutually agreed upon between any such corporations.

APPROVED February 12, 1853.

General Laws, Illinois, 1853, 1st Session, Page 222.

ACT OF LEGISLATURE, February 12, 1855.

AN ACT to enable railroad companies to enter into operative contracts, and to borrow money.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly,* That all railroad companies incorporated or organized under, or which may be incorporated or organized under the authority of the laws of this State, shall have power to make such contracts and arrangements with each other, and with railroad corporations of other States, for leasing or running their roads or any part thereof; and also to contract for and hold, in fee simple, or otherwise, lands or buildings in this or other States, for depot purposes; and also to purchase and hold such personal property as shall be necessary and convenient for carrying into effect the object of this act.

§ 2. All railroad companies incorporated or organized, or which may be incorporated or organized as aforesaid, shall have the right of connecting with each other and with the railroads of other States, on such terms as shall be mutually agreed upon by the companies interested in such companies.

§ 3. Every railroad company incorporated or organized, or which may hereafter be incorporated or organized under the authority of the laws of this State shall have power to borrow such sums of money, from time to time, as may, in the opinion of the directors, or a majority of them, be necessary for constructing, completing or operating their railroad, or for aiding in the construction, or operating any connecting railroad, whether within or without this State, and may issue and dispose of their bonds or obligations for any amount so borrowed, and may mortgage all or any portion of their property and franchises, to secure the payment of any debt contracted by the company for the purpose aforesaid; and such company may sell their bonds or obligations either within or without the State, at such rates and prices as the directors of the company, or a majority of them, may sanction and determine, and said sales shall be as valid and obligatory upon the company for the full amount of the bonds or obligations sold as if such bonds or obligations were sold at par value; and all such bonds and obligations may be made convertible into stock at such times and upon such terms as the directors may determine.

APPROVED February 12, 1855.

Private Laws, Illinois, 1855, Page 304

ACT OF LEGISLATURE, February 13, 1865.

AN ACT to amend the law for the consolidation of railroads.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly,* That it shall not be lawful for any railroad

company of Illinois, or for the directors of any railroad company of Illinois, to consolidate their road with any railroad out of the State of Illinois, or to lease their road to any railroad company out of the State of Illinois, or to lease any railroad out of the State of Illinois, without having first obtained the written consent of all the stockholders of said roads resident in the State of Illinois, and any contract for such consolidation or lease which may be made without having first obtained said written consent signed by the resident stockholders in Illinois, shall be null and void.

§ 2. This act shall take effect and be in force from and after the passage thereof.

APPROVED February 13, 1865.

Public Laws, Illinois, 1865, Page 102

ACT OF LEGISLATURE, February 16, 1865.

AN ACT to amend the law for the consolidation of railroads.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly*, That it shall not be lawful for any railroad company of Illinois, or for the directors of any railroad company of Illinois, to consolidate their road with any railroad out of the State of Illinois, or to lease their road to any railroad company out of the State of Illinois, or to lease any railroad out of the State of Illinois, without having first obtained the written consent of all the stockholders of said roads residing in the State of Illinois. And any contract for such consolidation or lease which may be made, without having first obtained said written consent, signed by the resident stockholders in Illinois, shall be null and void; *Provided*, that it shall be lawful for the directors of any railroad company created by the laws of this State, to contract for the use and operation of any railroad connecting with their line beyond the limits of the State, and in all contracts for the use and operation of any railroad by another corporation, it shall be lawful for the parties to provide for the use of any of the powers and privileges of either or both of the corporative parties thereto; *And provided, further*, that nothing in this act shall be so construed as to authorize the consolidation of any of the said railroads with railroads out of the State of Illinois; *Provided*, that nothing contained in the first proviso to this act shall in anywise apply to or be taken advantage of by the Great Western Railroad Company, (of 1859,) a corporation of the State of Illinois.

§ 2. This act shall take effect and be in force from and after the passage thereof.

APPROVED February 16, 1865.

Public Laws, Illinois, 1865, Page 102

CHICAGO AND AURORA RAILROAD COMPANY

This Company was created by the change of name of the Aurora Branch Railroad Company to Chicago and Aurora Railroad Company pursuant to a Special Act of the Illinois Legislature, in force June 22, 1852, which Act also authorized the Company to build an extension of its road from Aurora in a South Westerly direction to a connection with any railroad built northward from LaSalle.

The Company was organized in Chicago July 6, 1852. Construction on the extension was commenced at Aurora in 1852, and it was completed and placed in operation to Mendota (45.61 miles) October 20, 1853.

The original line from Aurora to Turner Junction was operated in the name of the Aurora Branch Company until November, 1853. The Chicago and Aurora Company operated the entire line from November, 1853 until February, 1855.

By an Amendment to the Charter of the Chicago and Aurora Railroad Company, pursuant to a Special Act of the Illinois Legislature, in force February 28, 1854, the Company was authorized to build a branch line from Aurora via Naperville to and into the City of Chicago. This branch line was completed May 20, 1864.

By a Special Act of the Illinois Legislature, in force February 14, 1855, the name of the Chicago and Aurora Railroad Company was changed to The Chicago, Burlington and Quincy Railroad Company.

ACT OF LEGISLATURE

Approved January 26, 1853.

AN ACT to amend an act entitled "An Act to amend the charter of the Aurora Branch Railroad Company."

Be it enacted by the People of the State of Illinois, represented in the General Assembly, That the first section of the act entitled "An Act to amend the charter of the Aurora Branch Railroad Company," approved June 22, 1852, be and the same is hereby so amended as to authorize the

Chicago and Aurora Railroad Company to construct their road across Fox river, at a point not further south than within one half of a mile of the mill-dam mentioned in the act to which this is an amendment; and said company shall furnish ample facilities for doing business upon the west side of the river, at Aurora, by constructing side-tracks, freight, car and passenger buildings of sufficient capacity to accommodate whatever amount of business may be offered.

This act shall take effect and be in force from and after its passage.

APPROVED January 26, 1853.

Private Laws Illinois 1853, Page 465.

ACT OF LEGISLATURE

Approved February 28, 1854.

AN ACT to amend the charter of the Chicago and Aurora Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the said Chicago and Aurora Railroad Company be and is hereby authorized to construct a branch from its main line from the village of Aurora, in Kane county, to and into the city of Chicago, by the way of the village of Naperville, and acquire and hold depot and station ground, and such other lands as may be required for the business of the company in said city, and for such purposes may acquire the title to such lands by voluntary purchases, or under the existing laws in such case made and provided.

§ 2. The name of said company shall be changed to that of the Chicago and Southwestern Railroad Company.

§ 3. The said company and the Central Military Tract Railroad Company, the Northern Cross Railroad Company, and the Peoria and Oquawka Railroad Company, or any two or more of said companies, shall be and are hereby authorized to consolidate their stocks so as to form one stock and one company, upon such terms as may be agreed upon, and may assume the name of either as a common name, or may adopt such new name as the consolidated company may adopt, upon filing with the Secretary of State a certificate, under the corporate seal of the company, of the name selected and its adoption, and may elect the charter of either of said companies thus agreeing to consolidate as the charter of the consolidated company, certifying and filing certificate of said election in like manner; and it shall also be competent for either of the said companies to lease, sell or dispose of any part of its road to either of the others, with the right to complete, maintain, operate and manage the same upon such terms and conditions as may be agreed upon between them.

§ 4. The provisions of this act shall not affect the power now in the city of Chicago to regulate the location of the road within the bounds of the city of Chicago.

APPROVED February 28, 1854.

Private Laws Illinois 1854, Page 143.

ACT OF LEGISLATURE

Approved February 14, 1855.

AN ACT to amend an act entitled "An Act to amend the charter of the Chicago & Aurora Railroad Company," approved February 28, 1854.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That Section 2 of the said act be and the same is hereby repealed; and the corporate name of the said Company shall be and is hereby changed to "The Chicago, Burlington and Quincy Railroad Company," by which name and designation it shall be authorized to contract and carry on its corporate business, and also to complete, and carry out and execute, and also avail itself of all existing contracts, and the benefits thereof, as if the name of said company had not been changed.

§ 2. This act shall take effect and be in force from and after its passage.

APPROVED February 14, 1855.

Private Laws Illinois 1855, Page 287.

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

This company was created by change of name of the Chicago and Aurora Railroad Company under provisions of a Special Act of the Legislature, in force February 14, 1855.

The company was organized February 21, 1855, at Chicago. No additional road was built by it prior to its consolidation with the Central Military Tract Railroad Company in July, 1856.

In May 1855 the Company acquired a one-fourth interest in the St. Charles Air Line jointly with the Illinois Central, the Chicago & North Western and the Michigan Central, which line was completed March 30, 1856.

By contract of date June 25, 1856, with the Illinois Central, this Company acquired a terminal at the foot of Randolph Street in Chicago on the Lake Front, using the St. Charles Air Line to reach the same.

The Company operated the lines of road built by its predecessors between Mendota and Chicago, and under a joint Lease with the Central Military Tract Railroad Company it operated the line of the Peoria and Oquawka railroad between Galesburg and East Burlington (42 miles) so that through trains were run between Chicago and East Burlington, beginning March 17, 1855.

By Articles of Agreement dated July 9, 1856, this Company consolidated with the Central Military Tract Railroad Company under the name of The Chicago, Burlington and Quincy Rail Road Company.

CENTRAL MILITARY TRACT RAILROAD COMPANY

The charter for this road was granted by a Special Act of the Illinois Legislature in force, February 15, 1851, procured at the instance of Citizens of Galesburg.

Its route, as defined in the amendment to its charter in force June 19, 1852, was "from Galesburg in a Northeasterly direction towards Chicago to a point on or near the line of any other railroad connecting with or entering into Chicago." Three days later (June 22, 1852) the Chicago and Aurora Company was authorized to extend its road from Aurora in a Southwesterly direction, the intention being to connect the two roads at Mendota.

This Company was organized at Galesburg April 12, 1851, and construction began at Mendota early in 1852, the line being completed to Galesburg December 7, 1854, where it connected with the road of the Northern Cross Company, afterwards The Quincy and Chicago Railroad. The Company operated its own road until July 9, 1856 when it consolidated with The Chicago, Burlington and Quincy Rail Road Company. In March 1855, this Company jointly with The Chicago, Burlington and Quincy Railroad Company, leased the road of the Peoria and Oquawka Railroad Company between Galesburg and East Burlington and operated it until February 1, 1857 under said lease.

A Special Act of the Illinois Legislature in force February 28, 1854 authorized this Company, the Chicago and Aurora Railroad Company, and the Northern Cross Railroad Company and the Peoria and Oquawka Railroad Company to consolidate their stock so as to form one Company.

Of Date July 9, 1856, under the authority of said Special Act and of the General Consolidation Act approved February 28, 1854, this Company was consolidated with The Chicago, Burlington and Quincy Rail Road Company under the Name of the Chicago, Burlington & Quincy Railroad Company.

ACT OF LEGISLATURE

Approved February 15, 1851.

AN ACT to incorporate the Central Military Tract Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly.* That William McMurtry, C. S. Colton, Jas. Bunce, W. Selden Gale, H. H. May, G. C. Lamphere, William A. Wood, Alfred Brown, Alva Wheeby, Peter Grouse, Amos Ward, Patrick Dunn, Daniel Meeks, Silas Willard, A. C. Wiley, and their associates and successors, be and they are hereby created a body corporate, with perpetual succession, under the name and style of the "Central Military Tract Railroad Company," for the purpose of constructing, holding and using the railroad hereinafter mentioned.

§ 2. The said corporation are hereby authorized and empowered to construct, establish, hold and use a railroad commencing at Galesburg, in the county of Knox, and running from thence, in a northeasterly direction, on the most direct and eligible route to, and to connect with the Rock Island and La Salle Railroad, at such point in the county of Henry or Bureau as the said company hereby incorporated may designate.

§ 3. The said company is hereby created and incorporated for the purpose of organizing under an act entitled, "An Act to provide for a general system of railroad incorporations," in force November 5th, 1849, and in all things shall be governed by the provisions thereof, and shall be entitled to have and exercise the powers and privileges and be subject to the liabilities therein enumerated: *Provided*, that the foregoing corporation may attach themselves to and form a part of the Northern Cross Railroad Company, in such manner or on such terms as said companies shall agree.

§ 4. The said company is hereby authorized and empowered to borrow money for the construction of said road, and for the purchase of the rolling stock, fixtures, etc., and to pledge the road and the property of said company for the payment of the said moneys so borrowed.

§ 5. This act to take effect from and after its passage.

APPROVED February 15, 1851.

Private Laws Illinois 1851, Page 191.

ACT OF LEGISLATURE

Approved June 19, 1852.

AN ACT to amend an act entitled, "An Act to incorporate the Central Military Tract Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly.* That William McMurtry, George C. Lamphere, James Bunce, Silas Willard, Chauncey S. Colton, Alfred Brown, Edwin G. Ellet, Edward Hollister, Amos Ward, Sylvester Blish, Barney M. Jackson, Myrtle G. Brace and William Maxwell, and their associates, subscribers to the stock of the Central Military Tract Railroad Company, and

all such persons as shall hereafter become stockholders in said company, shall be and are hereby declared a body politic and corporate, by the name and style of "Central Military Tract Railroad Company," with perpetual succession, and under that name and style shall be capable of suing and being sued, implead and being impleaded, defending and being defended against, in law and equity, in all courts and places whatsoever, in like manner and as fully as natural persons; may make and use a common seal, and alter or renew the same at pleasure; and by their said corporate name and style shall be capable in law of contracting and being contracted with; shall be and are hereby declared invested with all the powers, privileges, immunities and franchises, and of acquiring, by purchase or otherwise, and holding and conveying real and personal estate which may be needful to carry into effect fully the purposes and objects of this act.

§ 2. The said corporation is hereby authorized and empowered to survey, locate, construct, complete, alter, maintain and operate a railroad, with one or more tracks, from the town of Galesburg, in the county of Knox, in a northeasterly direction, on the most direct and eligible route towards the city of Chicago, to a point to be designated by the said company, on or near the line of the Chicago and Rock Island Railroad, or on or near the line of any other railroad or railroads connecting with or extending to the said city of Chicago, with a branch of the same to the town of Henderson, in the county of Knox.

§ 3. The said corporation shall have the right of way upon, and may appropriate to its sole use and control, for the purposes contemplated herein, but not exceeding two hundred feet in width, through its entire length; may enter upon and take possession of, and use all and singular any lands, streams and materials of every kind, for the location of depots, and stopping stages; for the purpose of constructing bridges, dams, embankments, excavations, station grounds, spoil banks, turn-outs, engine-houses, shops and other buildings necessary for the construction, completing, altering, maintaining, preserving and complete operation of said road. All such lands, waters, materials and privileges belonging to the State, are hereby granted to said corporation for said purposes, but when owned or belonging to any person, company or corporation, and cannot be obtained by voluntary grant or release, the same may be taken and paid for, if any damages are awarded, in the manner provided in "An Act to provide for a general system of railroad incorporations," approved November fifth, one thousand eight hundred and forty nine, and the final decision or award shall vest in the corporation all the rights, franchises and immunities in said act contemplated and provided: *Provided*, that the appeal allowed by the provisions of the aforesaid act shall not affect the possession by said company of the land appraised; and when the appeal is made by others than the company, the same shall not be allowed, except on a stipulation of the party appealing that the said company may enter upon and use the lands described in the petition for the uses and purposes in said petition set forth, upon said company giving bond and security, to be approved by the clerk of said court, that they will pay all costs and damages that may be awarded against said company on the hearing of said appeal.

The said company shall have power and authority to receive, take and hold all such voluntary grants and donations of land and real estate, for the purposes of said railroad, as may have been or shall be made to said company, to aid in the construction, accommodation and maintenance of said railroad; and said company may contract and agree with the owners or occupiers of any land upon which said company may wish to construct said railroad, or which said company may wish to use or occupy for the purpose of procuring materials to be used in or about the construction, maintenance or enjoyment of said railroad, of which said company may wish to use or occupy for any purpose connected with said railroad.

§ 4. The capital stock of said company shall be one hundred thousand dollars, which may be increased from time to time, by a vote of a majority, in interest, of the stockholders, at their annual meeting, or at any special meeting which shall be called for the purpose by the directors of said company, to any sum not exceeding the amount required to be expended on account of said road; which stock shall be divided in shares of one hundred dollars each, which shall be deemed personal property, and may be issued, certified, transferred and registered in such manner and at such places as may be ordered and directed by the board of directors. The board of directors shall require payment of the capital stock subscribed, in such sums, at such times, and in such proportions, and on such conditions, as they shall see fit, under the penalty of the forfeiture of all previous payments thereon, and shall give notice to the stockholders of the payments thus required, and of the place when and where the same are to be paid, at least thirty days previous to the payment of the same. The said board of directors shall cause the books to be kept open until the full amount of the capital stock, as above provided, is subscribed; and when additional stock shall be voted by the stockholders, as above provided, the directors shall cause books to be opened for subscription to said stock, in such manner and at such time and places as they shall direct.

§ 5. All the corporate powers of said company shall be vested in and exercised by a board of directors, and such officers and agents as they shall appoint. The board of directors shall consist of thirteen stockholders, six of whom shall be resident within fifteen miles of the line of said railroad, as heretofore located, and the remainder of whom may or may not be residents of the State. The board of directors shall be chosen every year by the stockholders, each share having one vote, to be given in person or by proxy, and shall hold their offices until their successors shall be elected and qualified. Vacancies in the board may be filled by a vote of two-thirds of the directors remaining. Such appointees to hold their offices until the next election of directors. Other officers, agents and servants, whether members of the board or otherwise, may be appointed, employed, paid and dismissed, under such rules and regulations as the board of directors may, from time to time, adopt, until the first Wednesday of June, 1853. The board of directors shall consist of William McMurtry, George C. Lamphere, James Bunce, Silas Willard, Chauncey S. Colton, Edwin G. Ellet, Edward Hollister, Amos Ward, Sylvester Blish, Barney M. Jackson, Myrtle G. Brace, William Maxwell and Alfred Brown. Upon the first

Wednesday of June, 1853, and annually thereafter, on each first Wednesday of June, shall be held the annual meeting of the stockholders, at which the directors shall be elected. All meetings of the directors shall be at such place as the board may appoint, and of the stockholders shall be held at the town of Galesburg, or at some place not more than five miles from the line of said railroad. All meetings of the stockholders, except the annual meeting, shall be called by the directors and notice of such meeting shall be published at least twenty days before the time appointed for such meeting, in some newspaper published in the vicinity of the railroad. If, at any meeting of the stockholders, a majority of the stock shall not be represented, either by the holders in person, or by proxy, no business shall be done, but the stockholders present may adjourn from day to day, until a majority of the stock is represented at the meeting. Whenever the entire amount of the capital stock, as hereinafter provided, shall have been subscribed, it shall be the duty of the directors then in office to call a meeting of the stockholders, for the purpose of electing new directors. Upon the election and qualification of such newly elected directors, the term of the old directors shall expire, and the newly elected directors shall hold until the regular election at the next annual meeting.

§ 6. The said company shall have power to make, ordain and establish all such by-laws, rules and regulations as may be deemed expedient and necessary to fulfill the purposes and carry into effect the provisions of this act, and for the well ordering, regulating and securing the affairs, business and interest of the company: *Provided*, that the same be not repugnant to the constitution and laws of the United States or of this State, or repugnant to this act. The board of directors shall have power to establish such rates of toll for the conveyance of persons or property upon the same, as they shall from time to time, by their by-laws, determine, and to levy and collect the same for the use of the said company. The transportation of persons and property, the width of track, and all other matters and things respecting the use of said road, shall be in conformity to such rules and regulations as the said board of directors shall, from time to time, determine.

§ 7. If any person shall carelessly, willfully, maliciously or wantonly delay, hinder or obstruct the passage of any carriage on said road or branches, or shall place or cause to be placed any material thereon, or in any way trespass upon, spoil, injure or destroy said road or branches, or any part thereof, or anything belonging or pertaining thereto, or employed or used in connection with its location, survey, construction or management, all persons committing or aiding and abetting in the commission of such trespass or offence, shall forfeit and pay to the said company treble such damages as shall be found before any court of competent jurisdiction; and further, such offender shall be liable to indictment in the county within whose jurisdiction the offence may be committed, and to pay a fine of not less than thirty nor more than one hundred dollars, to the use of the people of the State of Illinois, or may be imprisoned in the penitentiary for a term not exceeding five years, in the discretion of the court before whom the same shall be tried.

§ 8. Said company may construct their said road on or across any stream of water, or water course, road, highway, railroad or canal, which the route of its road shall intersect, but the corporation shall restore the stream, or water course, road or highway thus intersected, to its former state, or in a sufficient manner not to have impaired its usefulness. Whenever the route of the said railroad shall intersect any road or highway, the said company shall have power to change the line of such road or highway, if such change shall be desirable, and shall not impair the usefulness of such road or highway, and the said company may take such additional lands for the construction of such roads or highways as may be deemed requisite by said company. Unless the lands so taken shall be purchased or voluntarily given, compensation therefor shall be ascertained in the manner in this act provided, as nearly as may be, and duly made by said company to the owner or person interested in such lands; the same when so taken to become part of such intersecting road or highway, in such manner and by such time as the adjacent parts of the same highway may be held for highway purposes.

§ 9. And when the route of the said road shall intersect, cross or connect with or run along or upon the line of any other railroad, the said company shall join with such other company in making all necessary turnouts, sidelings, and switch, and other conveniences necessary to further the objects of such connection; and when the route of any other company shall be occupied as aforesaid, just compensation shall be made to such other company for all expenditures made by them in the location of such road, and all connections with other roads as aforesaid shall be made, and facilities in the transhipment of freight and passengers, and interchange of cars afforded by each, over the respective roads, upon fair and equitable terms: and in case the said companies cannot agree upon the amount of compensation to be made therefor, or the points and manner of such crossing and connection, the transshipment of freight and passengers, the interchange of cars, the same shall be ascertained and determined by three commissioners, one to be chosen by each of said companies, and the two so chosen to choose a third, and in case they cannot agree upon the choice of the third person, he shall be appointed by the judge of the district court of the United States for the district of Illinois, and the decision of the three so chosen to be final.

§ 10. Said company is hereby authorized, from time to time, to borrow such sum of money as may [be] necessary for completing and finishing, or operating their said railroad, and to issue and dispose of their bonds for any amount so borrowed, and to mortgage their corporate property and franchises, or convey the same by deed of trust, to secure the payment of any debt contracted by said company for the purposes aforesaid; and the directors of said company may make the bonds issued as aforesaid convertible into stock, at the option of the holder thereof, at any time not exceeding ten years from the date of such bond.

§ 11. The said company shall prosecute the construction of the said road, with all practicable speed, commencing the construction at or near the northern terminus thereof, and shall complete the same to the town

of Galesburg and Henderson, within eighteen months after the said road shall be constructed within fifteen miles of the town of Galesburg.

§ 12. This act shall be deemed a public act, and shall be in force from and after its passage.

APPROVED June 19, 1852.

Laws Illinois 1852, 2nd Session, Page 36.

ACT OF LEGISLATURE

Approved February 11, 1853.

AN ACT supplemental to an act to amend the charter of the Central Military Tract Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the act entitled An Act to amend an act entitled, "An Act to incorporate the Central Military Tract Railroad Company," be so amended as to authorize the said company to extend a branch of said railroad from the town of Henderson, in Knox county, to the city of Monmouth, in Warren county.

§ 2. All of the powers, privileges and franchises given and conferred upon said company in its original and amended charter, shall be and are hereby given to said company in construction of said branch road.

§ 3. This act to take effect and be in force from and after its passage.

APPROVED February 11, 1853.

Private Laws Illinois 1853, Page 535.

ACT OF LEGISLATURE

Approved February 14, 1855.

AN ACT to amend the charter of the Central Military Tract Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That it shall not be necessary for a majority of all the stock of the said company to be represented at any meeting of the stockholders thereof in order to enable them to transact the business of the company, but that it shall be competent for a majority of all the stock present or represented at any annual or other meeting of said stockholders to transact any business proper for their consideration and action.

§ 2. That section eleven of the amended charter of the said company, approved June 19th, 1852, be and the same is hereby repealed.

§ 3. That the said company shall have the right and authority, for the purpose of fully equipping its road, ballasting and perfecting its track and paying its floating debt and executing its contracts with connecting

lines, to borrow money at such rate of interest as may be found necessary and deemed expedient, and may issue its bonds therefor, with interest coupons attached, bearing interest at rates not exceeding ten per cent., and may sell the same at such prices and at such a discount as may be found expedient for the interest of the company, in the judgment of the board of directors, and may mortgage their corporate property and franchises to secure the payment of the same, subject to all prior incumbrances executed by said company, which are hereby declared to be good and valid.

§ 4. This act shall take effect and be in force from and after its passage.

APPROVED February 14, 1855.

Private Laws Illinois 1855, Page 275.

THE CHICAGO, BURLINGTON AND QUINCY RAIL ROAD COMPANY

This Company was formed July 9, 1856 by the consolidation between the Central Military Tract Railroad Company and The Chicago, Burlington and Quincy Railroad Company.

It was organized at Chicago July 9, 1856 and its articles of consolidation were filed with the Secretary of the State of Illinois July 14, 1856. Its line then extended from Galesburg to Chicago.

Of date April 10, 1857, the Company made an operating agreement with The Quincy and Chicago Railroad Company to form a through line between Quincy and Chicago, and in April 1864 it purchased at foreclosure sale the road built by that Company, the deed being dated July 30, 1865, in name of The Quincy and Chicago Railroad Company.

In November 1861, the Company acquired by deed the Railroad of the Jacksonville and Savanna Railroad Company between Yates City and a point four miles South of Canton, and of The Peoria and Hannibal Railroad Company between Lewistown and said point four miles South of Canton. These lines were completed in 1862.

In October 1862, the Company commenced the construction of the line from Aurora into Chicago via Naperville, the authority for which had been granted to the Chicago and Aurora Railroad Company by the Illinois Legislature in the charter amendment approved February 28, 1854. This line was completed and opened for traffic to and into Chicago May 20, 1864. Its trackage agreement with the Galena & Chicago Union between Turner Junction and Chicago continued until May 1864.

In addition to its own mileage this Company operated that part of the road of the Peoria and Oquawka Company between Galesburg and East Burlington until February 1, 1857, and from that date to October 1, 1860 it operated the entire line of the Peoria and Oquawka between Peoria and East Burlington jointly with Moss, Harding & Company, Contractors. After

October 1, 1860 and until June 24, 1864 this Company operated exclusively the entire road between Peoria and Burlington.

Of date June 24, 1864, this Company was consolidated with the Peoria & Burlington Rail Road Company (formerly Peoria and Oquawka) and the name of the new Company (present Company) was Chicago, Burlington & Quincy Railroad Company.

PEORIA & BURLINGTON RAIL ROAD COMPANY

(Successor to Peoria and Oquawka Railroad Company)

The company which originally built this road from Peoria to Burlington was the Peoria and Oquawka Railroad Company, created by special act of the Illinois Legislature in force February 12, 1849 and authorized to build from Peoria to Oquawka.

By an amendment in force February 10, 1851 a branch was authorized "to commence at or West of Monmouth; thence to the Mississippi River, at or about Shokokon in Henderson County."

By an amendment in force June 22, 1852 it was authorized to build "on the most direct route from Peoria to Knoxville," and the terminus of the branch line was changed from Shokokon to "a point opposite to or above or below the City of Burlington Iowa."

The company was also authorized to build from Peoria Eastward to a point on the Indiana State line.

It was organized at Knoxville, Illinois June 20, 1851 and its road, when completed, extended from East Burlington Eastwardly by way of Galesburg, Knoxville, Peoria and Gilman to Effner on the Indiana State line, 205 miles, but only the 93.66 miles between Peoria and Burlington were acquired by the C., B. & Q. Co. The line East of Peoria was purchased by the Pennsylvania Company.

Construction began at several points on the line in 1851, as follows:

Prior to 1851 the Peoria and Warsaw Railroad Company had acquired a right of way and built a grade between Peoria and Farmington, the title to which had been subsequently acquired by the State of Illinois. Of date July 15, 1851, the state deeded this property to the Peoria and Oquawka Railroad Company, pursuant to an Act of the Illinois Legislature of date February 10, 1851. During the period 1851 to 1855 this company completed the section of road between Peoria and Edwards (14

miles), utilizing for a distance of about five miles westerly from Peoria, the old grade of the Peoria and Warsaw Railroad Company, acquired as above.

October 4, 1851, a contract was made for the construction of the road from Knoxville to East Burlington. Construction was started shortly thereafter at East Burlington and proceeded eastward, but little progress had been made when on September 22, 1854, a new contract was executed with the old contractors which provided for the completion of the road to Galesburg. Under the terms of this latter contract the road was completed and opened for traffic between East Burlington and Galesburg, 42 miles, March 17, 1855.

Of date July 1, 1853, the Company made a contract with the Central Military Tract Railroad Company in which it agreed to locate its road "within the Southern limits of the village of Galesburg."

One object of this contract was declared to be "to provide for the Central Military Tract Company a connection with Burlington as convenient as if its road extended to that point."

Of date October 3, 1854, this Company made a contract with the Central Military Tract Company and the Chicago and Aurora Company jointly for leasing its road between Galesburg and the Mississippi River for three years after its completion, which it agreed should be on or before January 1, 1855.

Of date April 3, 1855, the company contracted for the construction of the section of road between Edwards and Knoxville, and at the same time gave to the contractors a lease on the entire line from Peoria to Burlington, which lease, however, was, as to that portion of the road from Galesburg to Burlington, subject to a lease to the Chicago and Aurora, and Central Military Tract Companies (C., B. & Q. R. R. Co.) to secure their claims for advances; and in December, 1856, a contract was made by the company with the successors of the same contractors (Moss, Harding & Co.) for the completion of the road from Knoxville to Galesburg. The section of road between Edwards and Galesburg was completed February 1, 1857, and the road opened for through traffic from Peoria to East Burlington on that date.

This company did not operate any portion of its line west of Peoria. The road from Galesburg to East Burlington was oper-

ated jointly from date of completion, March 17, 1855, until July 9, 1856, by The Chicago, Burlington and Quincy Railroad Company (successor to the Chicago and Aurora Railroad Company) and the Central Military Tract Railroad Company, as mortgagees in possession; and from July 9, 1856, until February 1, 1857, by The Chicago, Burlington and Quincy Rail Road Company, as mortgagee in possession. From February 1, 1857 (date of completion of the road between Peoria and Galesburg), until October 1, 1860, it was operated jointly by The Chicago, Burlington and Quincy Rail Road Company and Moss, Harding & Co., contractors; from October 1, 1860, until June 24, 1864, it was operated by The Chicago, Burlington and Quincy Rail Road Company. The road from Peoria to East Burlington was sold at foreclosure sale and on October 21, 1862, was conveyed by deed to Trustees representing the bondholders. The Trustees on March 8, 1864, conveyed the property to the "Peoria and Burlington Rail Road Company," but the operation of the road was continued throughout this period under the management of The Chicago, Burlington and Quincy Rail Road Company.

Of date September 10, 1853, the Peoria and Oquawka Railroad Company executed a trust deed to James T. Soulter and David Hoadley, Trustees, covering all of its railroad west of the Illinois River. Because of default in the payment of interest and by decree entered July 11, 1862, in the Circuit Court for the Northern District of Illinois, the railroad and property covered by said mortgage was ordered to be sold. Of date October 21, 1862, J. T. Moulton, Master in Chancery, conveyed to Sidney Bartlett, Nathaniel Thayer and John W. Brooks, all of that portion of the railroad built by the Peoria and Oquawka Railroad Company which was west of the Illinois River, being that portion from Peoria via Galesburg to East Burlington, Illinois. The purchasers remained in possession of the railroad but it was operated by The Chicago, Burlington and Quincy Rail Road Company until March 8, 1864, on which date they organized the Peoria & Burlington Rail Road Company.

That portion of the road lying east of Peoria was separately mortgaged, and was not included in the above sale. Mortgage covering this section was foreclosed, and subsequently, in March, 1864, acquired by the Toledo, Peoria and Warsaw Railroad Company.

The name of the Peoria and Oquawka Railroad Company was changed February 21, 1861, to The Logansport, Peoria and Burlington Railroad Company.

The Peoria & Burlington Rail Road Company was incorporated by Special Act of the Illinois Legislature in force June 10, 1863, it's articles being filed with the Secretary of State April 12, 1864.

It was organized at Chicago March 8, 1864.

Of date June 24, 1864, this company and The Chicago, Burlington and Quincy Rail Road Company consolidated under the name, Chicago, Burlington & Quincy Railroad Company.

ACT OF LEGISLATURE

Approved February 12, 1849.

AN ACT to incorporate the Peoria and Oquawka Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That all such persons as shall become stockholders, agreeably to the provisions of this act, in the corporation hereby created, shall be, and are hereby, constituted and declared a body corporate and politic, by the name of the "Peoria and Oquawka Railroad Company," and by that name shall have succession for the term of fifty years from and after the passage of this act, and may by said name sue and be sued, complain and defend, in any court of law or equity; may have and use a common seal, and alter or renew the same at pleasure; may make by-laws, rules and regulations for the management of its property, the regulation of its affairs, and for the transfer of its stock, not inconsistent with the laws and constitution of this State or of the United States; and may, moreover, appoint such subordinate agents, officers, and servants, as the business of the said corporation may require, and allow them a suitable compensation, prescribe their duties, and require bond for the faithful performance thereof, in such penal sums and with such securities as they may choose, who shall hold their offices during the pleasure of a majority of the directors of the said corporation.

§ 2. The said corporation shall have the right to survey, locate, and construct, and during its continuance, to maintain and continue a railroad with single or double track, and with such appendages as may be deemed necessary for the convenient use of the same, from the town of Peoria, on the Illinois river, in the county of Peoria, to the town of Oquawka, on the Mississippi river, in the county of Henderson; and to locate and construct the same on such line, course, or way, as may be designated and selected by the directors of said corporation, whereon to construct and make the same; and may also prescribe the manner in which said railroad shall be used, by what force the carriages to be used thereon may be propelled, to regulate the time and manner in which goods, effects, and passengers

may be transported and carried on the same, and the rates of toll on the transportation of persons or property thereon; and it shall also be lawful for the said corporation to unite with any other railroad company already incorporated, or which may be incorporated, upon such terms and at such points and parts of the said railroads as may be agreed upon by the directors of said companies; and also to construct such other and lateral routes as may be necessary to connect them with any other route or routes which may be deemed expedient, under the same privileges and restrictions as are herein contained.

§ 3. The capital stock of said corporation shall be five hundred thousand dollars, which shall be deemed personal property, and shall be divided into shares of one hundred dollars each. The said capital stock may at any time hereafter be increased to a sum not exceeding one million dollars, if the same shall be judged necessary, to be subscribed for and taken under the direction of the directors of said corporation, whenever they shall cause one or more books to be opened for that purpose, and in such manner as may be prescribed by the by-laws of the said corporation.

§ 4. The following named persons, to wit: Alexander Turnbull, James W. Davidson, and Wyatt B. Stapp, of Warren county; Preston Martin, John McKinny, and Robert M. Patterson, of Henderson county; Samuel B. Anderson, James Knox, and Daniel Meek, of Knox county; and William S. Moss, Alfred G. Curtenus, and Isaac Underhill, of Peoria county, shall be commissioners for receiving subscriptions to the capital stock of said corporation, who shall, within twelve months after the passage of this act, cause books to be opened at such places as they may deem proper, for receiving subscriptions to the said capital stock. Notice of the times and places when and where the said books will be opened, to be given by publication for at least thirty days previous to opening the same, in some public newspaper printed and published in each of such places. On opening said books the commissioners shall attend by themselves or agents, and continue to receive subscriptions to the capital stock of said corporation from all persons who will subscribe thereto, until the whole amount thereof shall have been subscribed, when the said books shall be closed. Each subscriber shall, at the time of subscribing, pay to the commissioners the sum of five dollars on each share of the stock subscribed for by him; and the said commissioners shall, as soon as the directors of said corporation are elected, deliver to them the whole amount so received, and also, all subscription books and papers belonging to said company. A majority of the commissioners above named, may fill any vacancies that may occur in their number by death, resignation or otherwise.

§ 5. The affairs of said corporation shall be managed by a board of nine directors, to be chosen annually by the stockholders, from among themselves; the first election for directors shall be holden as soon as may be after the stock has been subscribed. The commissioners shall give notice of the time and place at which a meeting of the stockholders will be held for the choice of directors, and at the time and place appointed for that purpose the commissioners, or a majority of them, shall attend and act as inspectors of said election. The stockholders, who shall be present either

in person or by proxy, shall proceed by ballot to elect their directors, and the commissioners present shall certify the result of such election under their hands; which certificate shall be recorded in the books of the corporation, and shall be sufficient evidence of the election of the directors therein named. All future elections shall be held at the time, and in the manner prescribed by the by-laws and regulations of said corporation. Each stockholder shall be entitled to vote, in person or by proxy duly authorized, one vote for every share he may own at the commencement of each election, and a plurality of votes shall determine the choice, but no stockholder shall be allowed to vote at any election, after the first, for any stock which shall have been assigned to him within thirty days previous to the day of holding such election.

§ 6. It shall be lawful for the directors to require payment of the subscriptions to the capital stock at such times and in such proportions, and on such conditions, as they shall deem proper, under the penalty of the forfeiture of the stock and all previous payments thereon, and they shall give notice of the payments thus required, and of the place where and the time when the same are required to be paid, at least thirty days previous to the time of requiring said payments, by publication in at least three public newspapers printed in the State.

§ 7. The said corporation is hereby empowered to purchase, receive and hold such real estate as may be necessary and convenient in accomplishing the objects for which this incorporation is granted, and may, by their agents, engineers, and surveyors, enter upon and take possession of and use all such lands and real estate as may be necessary and indispensable for the construction and maintenance of said railroad, and the appendages and accommodations requisite and appertaining thereto; and may also receive, take, and hold all such voluntary grants and donations of land and real estate as shall be made to the said corporation for the purposes aforesaid. But whenever any lands, real estate, or materials shall be taken and appropriated by said corporation for the location or construction of said railroad or its appendages, or any work appertaining thereto, and the same shall not be given or granted to said corporation, or the proprietor or proprietors do not agree with said corporation as to the amount of damage or compensation which ought to be allowed and paid therefor, or shall not mutually agree on some person or persons to appraise the same, the damages shall be estimated and assessed in the manner following: The said corporation or the owner or owners of said lands may, on giving notice of their intended application and the time and place of making the same, apply by petition to the judge of the circuit court of the county in which said lands may lie, or in the absence of the said judge from the said county, then to the senior county commissioner of said county, or to the county judge of said county, particularly describing in said petition the lands to be appraised, and upon proof that reasonable notice has been given as directed, the said judge, or in case of his absence as aforesaid, the said senior county commissioner, shall, on hearing the said petition, appoint three disinterested persons, freeholders and residents of the county in which said lands may be situate, as commissioners, for the purpose of assessing such damages and the

order in which they are appointed, shall specify the lands proposed to be appropriated and occupied by said corporation for the purposes aforesaid. The said appraisers, after being duly sworn before some officer legally authorized to administer oaths, honestly and impartially to assess such damages, shall proceed by viewing said lands and by such other evidence as the parties may produce before them to ascertain and assess the damages which each owner will sustain by the appropriation of his land for the purposes aforesaid, over and above the benefit and advantage which said commissioners shall judge will accrue to such owner or owners by the construction of the said railroad. The said appraisers shall make a report in writing to the said judge of the circuit court, reciting the order of their appointment and specifying the several parcels of land described therein, the names of the owner or owners of the respective parcels, if known, and if not known, stating that fact, and specifying also the damages which the owner of the respective parcels will sustain by reason of the appropriation of the same for the purposes aforesaid; which said report shall be filed in the office of the clerk of the circuit court of the county in which said land may lie. In case either of the parties is dissatisfied with said assessment, the said judge may, at the next term of the circuit court in said county, on hearing the parties in interest, or if both shall not appear, on proof of notice being given to the opposite party, modify the said assessment as to him shall appear just. At the said term of the circuit court holden next after the filing of the said report as aforesaid, a record shall be made of the said report, with the order of the said court thereon, accepting or modifying the same. On the payment of the damages, if any, thus assessed, and the expenses of assessment, the said corporation shall immediately become seized and possessed of the said land and property, and entitled to the use of the same for the purposes aforesaid.

§ 8. When the lands or other property or estate of any married woman, infant, or person *non compos mentis*, shall be necessary for the construction of the said railroad or its appendages, the husband of such married woman, or the guardian of such infant or person *non compos mentis*, may release all damages in relation to the land, property, or estate to be taken and appropriated as aforesaid as fully as they might do if the same were holden in their own rights respectively; or the husband or guardian of any such person whose property shall be taken as aforesaid, may appear and act for and in their behalf, in obtaining an assessment of the damages to the same under this act; and in case any such infant or person *non compos mentis*, whose property may be taken as aforesaid, shall be without guardian, the judge of the circuit court, or the commissioners, shall have power to appoint a guardian *ad litem*, to act in behalf of such person.

§ 9. Whenever it shall be necessary, under this act of corporation, for the construction of a single or double track railroad, as herein authorized, to intersect or cross any stream of water, or any public road or highway, it shall be lawful for the said corporation to construct across or upon the same: *Provided*, the said corporation shall restore such stream or water course, or public road or highway, thus intersected, to its former state, or in a sufficient manner not to materially impair its usefulness.

§ 10. If any person shall wilfully or negligently do, or cause to be done, any act or acts whatever, whereby the said road or any building, construction or work of said corporation, or any engine, machine or structure, or any matter or thing appertaining to the same, shall be stopped, obstructed, weakened, or impaired injured or destroyed, the person or persons so offending shall forfeit and pay to said corporation treble the amount of damages sustained by reason of such offense; to be recovered, with costs of suit, in the name of said corporation, by action of debt; and such offender or offenders shall also be deemed guilty of a misdemeanor, and be subject to indictment and punishment as in other cases.

§ 11. For the purpose of facility [in] the construction of the railroad authorized by this act, the said corporation is and shall be permitted to negotiate a loan or loans of money to the amount of its capital stock, and pledge all of its property, real and personal, and all of its rights, credits and franchises for the payment thereof.

§ 12. It shall be the duty of the corporation hereby created, when the railroad contemplated by this act shall have been completed, to keep and maintain the same in good condition and repair; and whenever from any cause whatever the same shall become injured or out of repair, the said corporation shall immediately proceed to repair the same, under the penalty of a forfeiture of the amount of all damages caused by such want of repair in said road.

§ 13. This act shall be deemed and considered a public act, and shall be favorably and justly construed for all purposes therein expressed and declared, in all courts and places whatsoever.

§ 14. The railroad contemplated herein to be completed within ten years from the passage of this act.

Approved February 12, 1849.

Private Laws Illinois 1849, 1st Session, Page 99.

ACT OF LEGISLATURE

Approved February 10, 1851.

AN ACT to amend an act entitled "An Act to incorporate the Peoria and Oquawka Railroad Company," approved Feb. 12, 1849.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the company incorporated under the said act to which this is an amendment, shall be required to construct said road through the towns of Farmington, Fulton county, Knoxville, in Knox county, and Monmouth, in Warren county, and they shall establish depots in each of said towns and places: *Provided, however,* that nothing in this act shall be construed as to prevent said company from having stations at other points or places for the reception or discharge of goods, produce, stock, or other commodities.

§ 2. Said company are hereby authorized to acquire and hold so much of the grade and right of way of the Peoria and Warsaw Railroad as they

may deem necessary, and may employ and use the same in the construction of their said road, and if said grade and right of way should belong to the State of Illinois the said company may purchase the same from the Governor of this State upon such terms as they shall agree upon; and such contract, if made, shall be binding upon both parties.

§ 3. The said company is authorized to organize and proceed in the construction of said road under the restrictions, conditions and limitations contained in said act to which this is an amendment, whenever the sum of one hundred thousand dollars is *bona fide* subscribed, and five per cent. thereof actually paid in.

§ 4. The said company is hereby authorized to build a branch of said road, in the same manner as the main track is to be erected hereby, to commence at or west of Monmouth; from thence to the Mississippi river at or about Shokokon, in Henderson county.

§ 5. The commissioners named in the act to which this is an amendment, together with Asa D. Reed, of Fulton county, Wm. J. Phelps, Rudolphus Rouse, Peter Sweat and Joshua P. Hotchkiss, of Peoria county, who are hereby made commissioners, shall exercise the same powers and duties under this act as are enjoined upon them in said former act.

§ 6. The said road contemplated herein to be completed within ten years from the passage of this act.

§ 7. This act to take effect from and after its passage.

APPROVED February 10, 1851.

Private Laws Illinois 1851, Page 60.

ACT OF LEGISLATURE

Approved June 21, 1852.

AN ACT for the relief of the Peoria and Oquawka Railroad Company.

Whereas, the Legislature, by an act approved February tenth, eighteen hundred and fifty-one, authorized the Governor of the State of Illinois to dispose of so much of the grade and right of way as the State of Illinois owned in or to the Peoria and Warsaw Railroad to the Peoria and Oquawka Railroad Company; *and, whereas*, said Peoria and Oquawka Railroad Company find it impracticable to locate said road on said track with the exception of a small distance in and nigh said city; therefore,

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly*, That the said Peoria and Oquawka Railroad Company be and they are hereby released from the payment of any obligation that they or their agent may have entered into with the Governor of this State, for the grade or right of way of the Peoria and Warsaw Railroad.

§ 2. This act to be in force from and after its passage.

APPROVED June 21st, 1852.

Private Laws Illinois 1852, 2nd Session, Page 103.

ACT OF LEGISLATURE

Approved June 22, 1852.

AN ACT to amend an act entitled "An Act to amend an act entitled 'An Act to incorporate the Peoria and Oquawka Railroad Company,' approved February 10, 1851."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the capital stock of the Peoria and Oquawka Railroad Company is hereby increased to the sum of thirty-five hundred thousand dollars, and the stockholders of said company, and their successors, shall have perpetual succession, by the name and style aforesaid, and shall have and enjoy all the rights and privileges heretofore or herein granted to said company by said General Assembly.

§ 2. The acts of the commissioners for receiving subscription to the capital stock of said company and the subscribers to said stock, in organizing said company, and in the election of directors, on the twentieth day of June, in the year of our Lord one thousand eight hundred and fifty-one, are hereby declared to be legal and valid in law, any omissions or imperfections in relation to said organization to the contrary notwithstanding.

§ 3. The directors of said company are hereby empowered and authorized to locate said railroad on the most direct, eligible and feasible route, from Peoria to Knoxville, without reference to Farmington: *Provided*, that said company shall build a branch of said railroad to Farmington, and shall establish a depot there.

§ 4. The said directors are also empowered and authorized to locate the branch of said railroad provided for in the fourth section of the act to which this is an amendment, according to the survey already made thereof, and to fix the termination of said branch on the Mississippi river at a point opposite to or above or below the city of Burlington, in the State of Iowa, which termination shall be within two miles of said point opposite the said city of Burlington, Iowa.

§ 5. The said company shall have the right of way upon and may appropriate to its sole use and control, for the purposes and use of said railroad company, any land belonging to the State of Illinois, not exceeding two hundred feet in width, wherever any such land may be situated along said railroad, for its entire length, as well as along its branches, and may enter upon and take possession of and use all and singular any lands, streams and materials of every kind belonging to said State, for the location of depots and stopping stages, for the purpose of constructing bridges, dams, embankments, excavations, station grounds, spoil-banks, turnouts, engine houses, shops and other buildings necessary for the construction, completing, altering, maintaining, preserving and complete operation of said road; and all such lands, waters, materials and privileges are hereby forever granted to said company for said purposes.

§ 6. Said company are hereby authorized and empowered to make and establish a ferry across the Mississippi river, at the termination of the branch west of Monmouth, to such point on the Iowa shore of said river as the said company may be authorized or required to land at. Said com-

pany are also authorized and empowered to make and establish a ferry across the Illinois river, from any ground owned by them in the city of Peoria, to the opposite shore of said Illinois river, in Tazewell county. They are hereby authorized to make and use all necessary boats and apparatus, of all and every description whatsoever, advantageous and necessary for the use of said company, at either or both of said ferries, and propel the same by horse, steam, or any mode or power that to said company may seem best: *Provided*, that said company shall not use said ferries or allow the same to be used for any other purpose than those connected with or arising out of the business of said railroad.

§ 7. Said company shall have authority and power to improve all or either of their landings at either or both of said ferries, by building a pier or piers, or making embankments into either or both of said rivers: *Provided*, that any such improvement does not interfere with the free navigation of either of said rivers.

§ 8. If any person shall wilfully or negligently do or cause to be done, any injury to said ferries, or to any boat or appurtenance thereto belonging, the person or persons so offending shall forfeit and pay to said company three times the amount of such injury, to be recovered by action of debt or action on the case before any justice of the peace, or other court having jurisdiction of the same. The said ferries shall be deemed public highways, within the meaning of the laws providing for the punishment of persons injuring, obstructing or destroying public highways or bridges, in any manner or by any means whatever.

§ 9. The said company are hereby authorized to continue said railroad from Peoria, on the most eligible route eastward, to a point on the Indiana State line, which shall be not more than twenty miles either north or south of a due east and west line that would run through Lafayette, Indiana. And the same powers and privileges for construction and maintaining this extension, and for connecting the same with other roads, as is contained in the original charter, is hereby conferred upon said company in relation to this extension.

§ 10. That the Peoria and Oquawka Railroad Company shall have power to borrow money on the credit of the company, not exceeding its authorized capital stock, at a rate of interest not exceeding ten per cent. per annum, payable semi-annually, and may execute bonds therefor, with interest coupons thereto annexed, and secure the payment of the same by mortgage or deed of trust on the whole or any part of the road, property and income of the company, then existing or thereafter to be acquired, and may annex to such mortgage bonds the privilege of converting the same into the capital stock of the company at par, at the option of the holders, if such election be signified in writing to the company three years before the maturity of said bonds.

§ 11. That the directors of said company be and they are hereby authorized to negotiate and sell the bonds of said company, at such times and such places, either within or without this State, and at such rates and for such prices as in their opinion will best advance the interests of the company; and if such bonds are thus negotiated or sold at a discount

below their par value, such sale and disposition thereof shall be as valid and binding on the company, in every respect, as if they were sold or disposed of at their par value.

§ 12. That the said company, in securing the payment of the said bonds by a mortgage or deed of trust on the road, property and income of the company, shall have power to execute a mortgage or deed of trust aforesaid, to secure the payment of the full amount of bonds which the company may at the time said deed of trust or mortgage bears date, or at any time thereafter, desire to sell and dispose of, and may execute and sell, from time to time, such amounts of said bonds, and of such dates, and payable to such person or persons, as to the directors of said company may seem advisable, till the whole amount of bonds mentioned in such mortgage or deed of trust is executed and sold; and the said mortgage or deed of trust shall be as valid and effectual to secure the payment of the bonds so executed and sold, and of every part thereof, as if the same and every part thereof had been executed of even date with the said deed of trust or mortgage.

§ 13. This act to be in force from and after its passage.

APPROVED June 22, 1852.

Private Laws Illinois 1852, 2nd Session, Page [illegible].

ACT OF LEGISLATURE

Approved February 8, 1853.

AN ACT to amend the charter of the Peoria and Oquawka Railroad.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the ninth section of the act approved June 22, 1852, entitled "An Act to amend an act entitled an act to amend an act to incorporate the Peoria and Oquawka Railroad Company," approved February 10, 1851, to be and the same is hereby so far amended as to allow the said Peoria and Oquawka Railroad Company the right of terminating their road forty miles north of a due east and west line that would run through Lafayette, Indiana, instead of twenty miles, as is provided in said ninth section of said former act.

§ 2. This act shall take effect and be in force from and after its passage.

APPROVED February 8, 1853.

Private Laws Illinois 1852, 2nd Session, Page 193.

ACT OF LEGISLATURE

Approved February 14, 1855.

AN ACT to increase the capital stock of the Peoria and Oquawka Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the capital stock of the Peoria and

Oquawka Railroad Company be and the same is hereby increased one million dollars in addition to the present capital stock of said company.

APPROVED February 14, 1855.

Private Laws Illinois 1855, Page 325.

ACT OF LEGISLATURE

Approved February 15, 1855.

AN ACT granting additional powers to the Peoria and Oquawka Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly.* That the Peoria and Oquawka Railroad Company shall have the right and power to survey, locate and construct a branch or continuation of the Peoria and Oquawka Railroad, from the town of Farmington, in Fulton county, through or by way of the town of Canton, in said county, and through or by way of the town of Macomb, in McDonough county, and through the town of Carthage, and to the city of Warsaw, in Hancock county, Illinois, and that the said company shall have the same powers, rights and privileges over and in relation to said branch or extension of said railroad as have been granted to said company by the original act of incorporation of said company and the act amendatory thereof in relation to the portions of said railroad; and also, that for the purpose herein mentioned the said company shall have power to enlarge the capital stock of said company by an additional amount of stock, not exceeding two millions and five hundred thousand dollars.

§ 2. This act to take effect and be in force from and after its passage.

APPROVED February 15, 1855.

Private Laws Illinois 1855, Page 286.

ACT OF LEGISLATURE

Approved February 21, 1861.

AN ACT to amend an act entitled "An Act to incorporate the Peoria and Oquawka Railroad Company," approved February 12, 1849.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the name of the corporation incorporated under the said act, to which this is an amendment, be and the same is hereby changed to that of "The Logansport, Peoria and Burlington Railroad Company."

§ 2. That the said Logansport, Peoria and Burlington Railroad Company is hereby authorized to issue its bonds, to the amount of one million of dollars, in addition to those which have already been issued or executed by said company, or which said company, by their charter or any amendment thereof heretofore made, have authorized to issue: *Provided,* that

the whole amount of bonds outstanding and unpaid shall at no time exceed the sum of five million five hundred thousand dollars. And the said company is hereby further authorized, for the purpose of securing the payment of said bonds, or of any bonds heretofore issued by said road, or of any bonds which it may issue for the purpose of renewing or retiring the bonds now outstanding against said road, or of any part of said bonds, to execute one or more mortgages or deeds of trust of and upon the road, revenues, property and franchises of said company, now existing or hereafter to accrue or be acquired.

§ 3. Said bonds may be made payable at any place within the United States, and may bear interest at any rate not exceeding eight per cent. per annum, and may be negotiated and sold at such times and places, either within or without this State, and at such rates and prices as shall be deemed for the best interests of the company.

§ 4. All powers heretofore conferred upon said company, in relation to the execution of mortgages and deeds of trust, and the making, securing, selling and disposing of the bonds, secured or to be secured thereby, shall apply to the bonds issued by virtue of this act: *Provided*, that all that part of said road, as surveyed and located under the charter to which this is an amendment, running between the towns of Oquawka Junction and Oquawka, a distance of about five miles, and yet unfinished, shall be exempt from any liens or any incumbrances authorized by this act.

§ 5. The right of way and all the work done on that part of said unfinished railroad, running between said towns of Oquawka Junction and Oquawka, in making road bed, building bridges and furnishing ties, shall be, and is, by this act, vested in the trustees of the town of Oquawka, in the county of Henderson, and State of Illinois, and their successors in office, and the same shall be subject to their control and disposal, with all the rights, franchises and privileges, in and to said part of said railroad, which the Peoria and Oquawka Railroad Company formerly had in and to the same, with the full power to complete and operate the same, under the name of the Oquawka Railroad: *Provided*, that the said trustees of Oquawka shall release said Peoria and Oquawka Railroad Company from completing and operating said road; and it shall be lawful for said trustees, or their successors in office, to transfer all the right obtained by this act in the said five miles of unfinished railroad to any railroad company they may choose, on such terms as they may deem best.

§ 6. No contracts made by or with said corporation, created by the act to which this is an amendment, and no liabilities assumed by them shall, in any wise, be impaired or changed, but shall in all respects be binding upon and inure to the corporation herein named, except as herein before provided.

§ 7. The Peoria and Hannibal Railroad Company shall have power to construct and operate a track, separate from the track of the Logansport, Peoria and Burlington Railroad, over, through, and along Water street, in the city of Peoria, subject to the control of said city, so as not materially to impair the use of the said street, by track of the Logansport, Peoria and Burlington Railroad, now laid and used, without compensation to the

Logansport, Peoria and Burlington Railroad Company; and the Peoria and Hannibal Railroad Company shall have the right to construct and operate a separate track, in like manner, from the present point of junction with the said Logansport, Peoria and Burlington Railroad, along and over the ground embraced in the right of way of the said railroad last named, to the city limits of the city of Peoria; and for the purpose of constructing and operating the said Peoria and Hannibal Railroad, in Water street, or from the said junction to the city limits, the said Peoria and Hannibal Railroad Company may cross the track of the Logansport, Peoria and Burlington Railroad, doing no material or unnecessary damage thereto; and the Peoria and Hannibal Railroad Company shall pay to the said Logansport, Peoria and Burlington Railroad Company, for the privilege of using the right of way from said junction to the city limits, a fair and equitable compensation, to be determined by the agreement of the parties; and in case they cannot agree, then to be determined by the arbitrament and decision of three persons to be mutually chosen; or one to be chosen by each company, and the third to be selected by the city council of Peoria; which decision shall be final upon the parties.

§ 8. This act shall take effect and be in force from and after its passage.

APPROVED February 21, 1861.

Private Laws Illinois 1861, Page 516.

ACT OF LEGISLATURE

Approved February 14, 1863.

AN ACT to provide for the re-organization of the Logansport, Peoria and Burlington Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That in case any mortgage or mortgages, deed or deeds of trust, which have been executed by the corporation originally formed and organized under an act approved February 12, 1849, by the name of "The Peoria and Oquawka Railroad Company," and now existing under said act, and the several acts amendatory thereof, the name of which corporation was changed by an act approved February 21, 1861, to that of "The Logansport, Peoria and Burlington Railroad Company," of or upon so much of the railroad of the said company, its franchise, appurtenances and property, as lies between Peoria and the eastern boundary of the State, commonly called the eastern extension, or any part thereof, shall be foreclosed, either by judicial proceedings, or by a sale or sales, pursuant to any power contained in any such mortgage or mortgages, deed or deeds of trust, any number of persons, not less than twenty-five, may, either directly, or through one or more commissioners, trustees or agents, purchase the said part or portion of the said railroad; or any connected and continuous part thereof, with all its franchises, and all or any part of the property covered by such mortgage or mortgages, deed or deeds of trust; and the person so authorized to purchase said part or portion of

said railroad, may purchase the same either at the aforesaid sale or sales, or afterward from any other person or persons who shall have purchased the same at such sale or sales.

§ 2. The persons so purchasing said eastern extension of said railroad, franchises and property, or such part thereof, shall, with their associates, if any, within three months from the date of such purchase, form themselves into a new and distinct corporation, by subscribing articles of association, with the amount of stock taken by them respectively in such new corporation; which articles shall specify the name of the corporation; the number of years the same is to continue, which shall not exceed fifty years; the amount of the capital stock of the company, which shall not exceed the aggregate of forty thousand dollars per mile of that part of the road so to be purchased; the number of shares of which the stock shall consist, specifying how many shall be preferred stock and how many shall be common stock; the number of directors, and the names of those who shall be appointed for the first year, who shall be less than one-half the number of stockholders, and who shall hold their offices until their successors are chosen; a description of the road or part of road so purchased, with its termini, and the counties into or through which it passes, and its length, as near as may be; and by adopting a seal, which it may alter at pleasure; and the subscribers for said shares shall be deemed to have compiled with their subscriptions, and to have paid therefor in full, when the property so purchased shall have been assured or conveyed to the new corporation.

§ 3. The articles of association shall be made and signed in duplicate, one copy of which shall be detained by the company, and the other shall be filed in the office of the Secretary of State; and the said articles, or a copy thereof, certified by the Secretary of State, under his official seal, shall be conclusive evidence of the existence of the corporation.

§ 4. The board of directors shall have power to elect one of their number president, and a secretary and treasurer, and such other officers and agents as they may deem necessary, and to require of them such security for the faithful performance of their duties as they may think proper.

§ 5. The officer or officers, trustee or trustees, making such sale, shall convey the property so purchased directly to the persons making the purchase, or to the person or persons through whose agency the purchase is made, by deed, immediately upon making the sale; and if the same be conveyed to an agent or agents, commissioners or trustees, he or they, and the survivor of them, shall, as soon as the reorganization is completed, execute a declaration of the trust to and in favor of the corporation, declaring the uses and purposes for which the purchase was made, and the same, together with the deed from the officer or trustee making the sale, shall be recorded in the recorder's office of each county, into or through which the road or part of roads so purchased shall pass; or if the persons herein authorized to associate, shall have purchased the said property after the judicial sale or sales, then the title thereof shall be otherwise assured and conveyed to the said corporation, to be formed hereunder.

§ 6. By virtue of the sale, conveyance, and reorganization herein provided for, the railroad or part of railroad so sold, with all the property

movable and immovable thereto appurtenant, and all the franchises of the existing corporation, including the franchise to be a corporation (but not so as to defeat or impair any right or remedy against the now existing corporation, in favor of any other party), shall pass to and vest in the new corporation, to take effect from the time of such sale; and the persons making such purchase, and effecting such reorganization, their associates and successors, shall become and be a new and distinct body politic and corporate, and may sue and be sued, plead and be impleaded, answer and be answered unto in all courts and places, and shall be entitled to the benefits and subject to the obligations and duties imposed upon railroad corporations by the laws of this State, not inconsistent with this act; and said new corporation may issue, in exchange for, and as an equivalent for the value of the said property purchased, all or any part of its shares of preferred stock, and also its bonds, secured by a mortgage or deed of trust of and upon said property to the extent of not exceeding $1,600,000, and also all or any part of its common stock, excepting, however, such portion of said common [stock] as is required to be issued for other purposes, as hereinafter set forth.

§ 7. The persons subscribing said articles shall have power either before or after the sale, to adopt a plan of purchase and reorganization; to appoint proper agents to effect the same; to direct the issue of such and so many of its shares of preferred and common stock, and such and so many of its bonds, secured by mortgage, as shall be necessary to carry out said plan; to direct the distribution of the shares of stock of the new corporation into a preferred stock and a common stock, as they shall think fit; to declare who, and upon what terms and conditions, of the several classes of stockholders and bondholders, may vote in the election of directors, and in other matters affecting the interests of the company, and generally to specify the terms and conditions upon which they co-operate in effecting the said reorganization, and the rights of bondholders and of shareholders to vote, and the rights of the latter to a dividend or dividends shall be such, and such only, as shall be prescribed by the said subscribers.

§ 8. The corporation, when so organized, shall have power to issue its bonds or obligations for the purpose of carrying out said plan and for the purpose of purchasing said eastern extension, in such denominations, not less than $1,000, as it shall see fit, but for an amount not exceeding the amount aforesaid, and at a rate of interest not exceeding eight per cent., and also to borrow money, in or out of this State, and to issue its bonds therefor at such rate of interest as it shall think proper; to execute such bonds and other securities, in or out of this State, and to make them payable at any place, in or out of this State, as the parties may agree; to secure the payment of said bonds by a lease or leases of its road, or any part of it, or by one or more mortgages or deeds of trust, of its road, or any other of its property and its corporate franchises or any part thereof, which mortgages, deed or deeds of trust may cover and include as well property to be acquired by the corporation as that owned by it at the time of the execution of such instruments, and may authorize the mortgagees or trustees to enter into and take possession of the mortgaged prop-

erty and premises in case of default of payment of any interest or the principal of such bonds, and to sell the mortgaged property, its appurtenances and franchises, or any part thereof, for the payment of any such principal or interest, or to run, use and operate the said railroad and property, and apply the income thereof to the expenses of running and operating the said road, and to the payment of the interest and principal aforesaid. Said corporation may create a sinking fund, for the ultimate payment of its liabilities, and may, by its officers or agents, sell or hypothecate its bonds and other securities, in or out of this State, at any rate of price, above or below par, that it may think proper.

§ 9. Said corporation shall have power to assume, carry out and perform any contract or contracts heretofore entered into by the Peoria and Oquawka or the Logansport, Peoria and Burlington Railroad Company, and to make any settlement or adjustment with the contractors for the construction of the bridge over the Illinois river, at Peoria, that the parties can agree upon, and to liquidate and remove all incumbrances, and liens, upon said road, or any part thereof, including said bridge, and to perfect their title to the same.

§ 10. Said corporation shall have power, with the consent and concurrence of a majority in interest of the bondholders and stockholders entitled to vote, for the time being, to lease any connecting railroad in this or any adjoining State, to form running connections with any such railroad, or to consolidate its property and stock, and to merge its corporate existence and franchises in and with those of the corporation owning any such connecting road, upon any terms upon which the parties may agree.

§ 11. If the articles of association satisfied and provided for in this act shall be filled as herein prescribed, within three months after the judicial sale or sales of said eastern extension, the same shall be deemed an acceptance by the subscribers of the privileges and franchises conferred by this act, and it is hereby provided that such sale or sales, and reorganization shall not have the effect to destroy or impair any right or franchise which may now exist, extending from the eastern to the western boundary lines of the State, or any obligation or duty resting upon the owners or operators of any other portion formerly belonging to said first mentioned corporation, to run, use or operate the same, or permit the same to be run, used or operated as a continuous line across the whole State, but the said railroad shall be run, used or operated as designed and intended by the State in granting the franchise therefor, in and by the original act of incorporation and the several acts amendatory thereof, from the Mississippi river to the eastern boundary of this State, as a continuous line of road.

§ 12. The said corporation, when so organized, shall reserve out of its shares of common stock, and shall issue to the city of Peoria, and county of Iroquois, one share of common stock in the new corporation, in exchange for every share of stock in the old corporation, which was originally subscribed for the said eastern extension, herein first mentioned, and amounting in the aggregate to $150,000, at par, now held by said city and county respectively: *Provided,* that if said city and county, or either, shall not

accept said shares of common stock after three months' notice from the new corporation of its readiness to deliver the same, then their rights to such shares shall terminate, and said new corporation may then dispose of the same as it shall see fit; and said corporation shall also reserve out of its shares of common stock, and shall issue to such other persons as are now the holders of full paid shares of the stock of said first mentioned company, which were subscribed specifically for, or towards, said eastern extension, one share of common stock in the new corporation, for every share of such stock, so specifically subscribed for: *Provided, however,* and upon this express condition, that any person failing to call for and demand such share of common stock, within three months after public notice by the new corporation, through one or more newspapers published in the cities of Peoria and Chicago, in this State, of its readiness to deliver the same, and failing also to pay to the new corporation one dollar in cash for every share of such common stock, shall not thereafter be entitled to have or demand the same, and said corporation may dispose of such shares of common stock as it shall see fit.

§ 13. Said new corporation shall have the right to purchase and hold lands in the city of Peoria, for depot and other purposes, in connection with the uses of its road.

§ 14. This act shall be a public act, and shall take effect and be in force from and after its passage.

Approved February 14, 1863.

Private Laws Illinois 1863, Page 225.

ACT OF LEGISLATURE

Approved February 14, 1863.

AN ACT to enable purchasers of railroads sold under mortgages, deeds of trust, or otherwise, hereinafter mentioned, to become corporations.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That it shall be competent and lawful for the purchaser or purchasers of the Peoria and Oquawka Railroad, the Racine and Mississippi Railroad, and the Quincy and Chicago Railroad, or either of them, said railroads, under any mortgage or deed of trust, or by virtue of the decree of any proper court, for the purpose of more conveniently managing the same to associate with themselves such persons or parties as they shall see fit and proper therein; and to cause to be made and issued to the parties so associated certificates of stock of the same designations and descriptions as were issued under the original charter, and acts incorporating the company, which may have owned such road theretofore: *Provided, however,* that the whole amount of such stock so issued shall not exceed the amount of the cost of said road and the equipment thereof, estimated at fifty thousand dollars per mile.

§ 2. There shall be called, by the purchasers of said road, a meeting of the parties holding certificates of stock so issued, to be held at some

place in this State, at such time as may be convenient; at which meeting, so called, all of the holders of said stock or certificates may be represented by person or by proxy; and the stockholders so present, in person or by proxy, shall be authorized and empowered to elect a board of directors, to consist of the same number as was provided in the original charter and acts incorporating the corporation by which the said road was constructed; and thereupon, the said stockholders shall become entitled to all the rights and privileges, and corporate franchises granted and created by the original charter and acts of incorporation, so far as they pertain to and are applicable to the road so sold and purchased: *Provided, however,* there shall be filed with the Secretary of State, under the signatures of a majority of the stockholders in the new corporation, describing the road so sold, its extent and its termini, and the acts of incorporation under which it was constructed, and setting forth the proceedings of said meeting, the name adopted for the company so organized, and its election to adopt the charter and acts amendatory thereto, within sixty days after such meeting and actions, and certified also under the name and seal of the newly organized corporation; and upon filing such certificate, the persons so associated, and their successors, shall be a body politic and corporate, by the name stated in such certificate; and a copy of such certificate, attested by the signature of the Secretary of State, or his deputy, shall, in all courts and places, be evidence of the formation and existence of the said corporation, and of the facts in said certificate stated: *And provided, further,* it shall be competent for said stockholders, in such certificate, to adopt such acts of the legislature, under which such road was constructed and built, as they may deem advisable; but they shall not be entitled to retain any rights and privileges, nor be entitled to the benefits of any acts conferring power and privileges beyond and not appertaining to the road and appurtenances or to the part thereof actually sold.

§ 3. The stockholders in such newly organized corporation shall have the right to consolidate their stock and property with the stock and property of any other railroad company with whose road its line may connect or intersect, under the same restrictions and in the same manner, and with the same rights as are provided in and by an act to enable railroad companies and plankroad companies to consolidate their stock, approved February the 28th, A. D. 1854. Nothing in this act contained shall be construed either on the one hand so as to impose, or on the other so as to impair or destroy any obligation or duty upon the persons purchasing or owning a part or parts of any continuous line of railroad to use and operate the part or parts so purchased or owned, in connection with the remaining part or parts of said continuous line; but such obligation and duty shall be and remain such and such only as they would have been had this act not have been passed, hereby declaring that the franchises of the Peoria and Oquawka Railroad shall not be impaired.

This act shall be in force from and after its passage.

Approved February 14, 1863.

Private Laws Illinois 1863, Page 238.

ACT OF LEGISLATURE

Approved June 10, 1863.

A BILL to enable the purchasers of the west end of the Peoria and Oquawka Railroad, sold under mortgage, deed of trust, or otherwise, to become a corporation.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That it shall be competent and lawful for the purchasers of that portion of the Peoria and Oquawka Railroad which lies west of the Illinois river, sold, or which may hereafter be sold under any mortgage, or deed of trust, or by virtue of the decree of any proper court, for the purpose of more conveniently managing the same, to associate with themselves such persons or parties as they shall see fit and proper, and to cause to be made and issued to the persons and parties so associated, certificates of stock of the same designations and descriptions as were issued under the original charter and acts incorporating the company which owned such road theretofore: *Provided, however,* that the whole amount of such stock so issued shall not exceed the amount of the cost of said road and the equipment therefor, estimated at fifty thousand dollars per mile.

§ 2. There shall be called, by the purchasers of said part of said road, a meeting of the parties holding certificates of stock so issued, to be held at some place in this State, at such time as may be convenient, at which meeting all of the holders of said stock or certificates shall be represented, in person or by proxy; and the stockholders so present, in person or by proxy, shall be authorized and empowered to elect a board of directors, to consist of the same number as was provided for in the original charter and acts incorporating the Peoria and Oquawka Railroad Company, by which the said part of said road was constructed; and thereupon the said stockholders shall become entitled to all the rights and privileges and corporate franchises granted and created by the original charter of said company, approved February 12 A. D. 1840 [1849]: *Provided, however,* that there should be filed, within sixty days after said meeting, with the Secretary of State, under the signatures of all the stockholders in the new corporation, a certificate, setting forth the proceedings of said meeting, and the name adopted for the company so organized, which said certificate shall also be certified under the name and seal of the newly organized corporation; and upon filing such a certificate, the persons and parties so associated, and their successors, shall be a body politic and corporate, by the name stated in such certificate; and a copy of such certificate, attested by the signature of the Secretary of State or his deputy, shall, in all courts and places, be evidence of the formation and existence of the said corporation and of the facts in said certificate stated; but the said new corporation shall not be entitled to the benefit of any other act or acts conferring power or privileges, beyond and not appertaining to the part of the road actually sold and its appurtenances.

§ 3. The stockholders in such newly organized corporation shall have the right to consolidate their stock and property with the stock and property

of any other railroad company with whose road its line may connect or intersect, with the same restrictions and in the same manner, and with the same rights as are provided in and by an act entitled, "An Act to enable railroad companies and plankroad companies to consolidate their stock," approved February 28, A. D. 1854, and such consolidated company shall have the right to borrow money at any rate of interest on its bonds, and to mortgage the whole or any part of its road to secure the payment thereof.

§ 4. Nothing in this act contained shall be so construed as either on the one hand to impose, or on the other to destroy or impair any obligation or duty upon the persons purchasing or parties owning such part of said railroad to use or operate the same in connection with the remaining part of said road lying east of the Illinois river; but such obligation and duty shall be and remain such and such only, as they would have been had this act not been passed.

This act shall take effect and be in force from and after its passage.

APPROVED June 10, 1863.

Private Laws Illinois 1863, Page 240.

FIRST CONTRACT, July 1, 1854 between Peoria and Oquawka Railroad Company and Central Military Tract Railroad Company.

Memorandum of an agreement made and entered into between the *Peoria and Oquawka Rail Road Company* of the first part, through their committee duly authorized and the *Central Military Tract Rail Road Company* through their committee also duly authorized the first day of July A. D. 1854.

The said first named party agree in consideration of the agreements hereinafter made by the said second party—that the main line of the Peoria and Oquawka Rail Road shall be located and constructed at or within the Southern line of the corporate limits of the village of Galesburg.

And it is also agreed by the said first party that it will receive and transport over its road to and from the road of the said second party all its freight and passengers having reference to classes of passengers and kinds of freight at rates of fare and freight which shall not exceed per mile the rates charged for freight and passengers over the whole, or any part of the Peoria and Oquawka Rail Road for any other party or in connection with any other connecting Rail Road or route of travel.

And it is further also agreed that there shall be no delay in the transportation of passengers coming from or going to the Central Military Tract Rail Road at regular and stated periods, but that if necessary in order to accommodate the passenger business of the said road special trains shall be run between Galesburg and Burlington at such time and in such a manner as shall be required by the Central Military Company for the accommodation of its regular trains not unnecessarily interfering with the regular time of the passenger trains of the said first party, and the said trains so run shall be run with the same speed and operated with as good a grade of service and shall be as well accommodated in every respect as any of the trains running upon the road of the said first party.

And it is mutually agreed that there shall be such an interchange of freight cars running upon both roads, as will but facilitate the transportation of freight from any point on each road as will obviate the necessity of transhipment at the Junction and the said freight shall be transported in the cars of each Company over the road of the other in such a manner as will but accommodate the business and promote the interest of both parties.

And the said first party agree to sell tickets and check baggage at all its offices for passengers going from any point on its road to any point on the line of the road of the said second party and to such places beyond the road of the said second party as said last named party sell tickets for whenever desired and shall receive the tickets sold by any other Company or party to passengers passing over any part of its road and the Military Tract Rail Road or to any point on the Military Tract Road or to any point to which the said Company sell tickets when desired and the said last Company shall do the same thing for the benefit of the Peoria and Oquawka Rail Road Company.

And it is further agreed by the said first party that the baggage Cars for passengers to and from Burlington passing over the Central Military Tract Road shall if desired be drawn over the road of the said first Company.

And it is mutually agreed that when the cars of either Company pass over the road of the other or its connections such compensation shall be be made and allowed therefor as shall be just and reasonable.

And the said second party agree to furnish for the said first party four acres of ground for Depot purposes at or near the Junction of the two Roads conveniently situated for its business and to erect and provide a passenger depot for the accommodation of both Companies if desired and to be occupied by the said second party, for which if so occupied it agrees to pay such rent as shall be just and equitable.

And whereas the object of this contract is to promote the interest of all parties transacting business or travelling over the roads and thereby increase the common and joint business of both Companies, and also to provide for the Central Military Tract Company a connection with Burlington as convenient as if its road extended to that point; therefore should this agreement from defection or inadequate to secure these objects such additional stipulations and agreements shall be made as will more fully secure them and in consideration thereof and of the performance of the agreements herein contained by the said first party the said second party further agree that it will not aid or assist in the construction of any Rail Road connecting it with the Mississippi at any point within thirty miles upon the lines of either of the termini of the said Peoria and Oquawka Rail Road.

And it is agreed by the said second party that all the obligations hereby imposed upon the said first party relative to the transportation of passengers and freight so far as prices and fare are concerned shall be also reciprocal and shall be fulfilled and performed by the said party of the second part in favor of the said first party.

And it is further mutually agreed that in case any difficulty or dispute shall arise as to the mode and manner in which the interest of this contract

shall be carried into effect the same shall be referred to and settled by three arbitrators chosen by the parties in the usual manner.

In witness whereof the parties have by their respective committee executed this agreement the day and year above written at Monmouth.

GEO. C. BESTOR
JAMES W. GRIMES
A. C. HARDING
Committee P. & O. R. R. Co.

J. W. BROOKS
JAMES F. JOY
W. SELDON GATE
Committee C. M. T. R. R. Co.

I, Henry Nolte Secretary of the Peoria and Oquawka Rail Road Company do hereby certify that the foregoing is a true copy of contract, the original of which is filed in my office.

[Seal] HENRY NOLTE,
Peoria, 25th May 1857. *Sec. P. & O. R. R Co.*

CONTRACT, October 3, 1854 Peoria and Oquawka Railroad Company with Central Military Tract Railroad Company.

This Indenture made and entered into this the third day of October A. D. 1854 between the Peoria and Oquawka Rail Road Company of the first part, and the Chicago and Aurora, and the Central Military Tract Rail Road Companies of the second part. Witnesses

That the said party of the first part covenants and agrees to demise and lease to the said parties of the second part, and does hereby demise and lease to the said parties all and singular, all that part of the Rail Road of the said first party, lying between and at Galesburg and the Mississippi River with its track, right of way depots, water Stations and all the appurtenances thereto, belonging and appertaining, not including the rolling stock now owned by the P. & O. R. R. for the full term of three years after the said part of the said Rail Road so leased shall be completed, and in running order for business, with the right to take possession of and to enter upon use and enjoy, and operate and manage the same, during the continuance of the said lease and term, for its own use benefit and behoof. The said parties of the second part yielding and paying during the continuance of the said term after and commencing from the time when the said Road shall be complete, and in running order for use to the party of the first part, in the manner hereinafter agreed, the annual rent of forty-five thousand dollars, being as agreed five per cent upon the fixed and agreed and estimated cost of that part of the said road, of the said party of the first part so leased, which said agreed and estimated cost is nine hundred thousand dollars, but which agreed and estimated valuation it is also understood and agreed is one hundred thousand dollars higher than the real cost of the same, and is so agreed and understood and estimated in order to provide and furnish a compensation for the wear and tear and

deterioration of the said leased road during the term of said lease, and as a consequence it being also agreed that any iron ties or timber or other material required for necessary repairs during said term shall be paid for by the said first party, but put in and the work of repairs done by the said second parties.

It being agreed and understood by and between said parties that the said second parties shall by way of further rent, account to and pay to the said first party in the manner hereinafter agreed for the payment of the said five per cent two thirds of the profits which may result from the business of the said leased road over and above the expenses of operating and keeping the same in order, retaining one third in consideration of the equipment and the said five per cent specifically agreed to be paid as aforesaid and that an estimate of said profits shall be made up as follows, viz. an accurate account shall be kept which shall be always open to the examination and inspection of any person duly authorized by the said first party showing all the receipts and expenditures on the said leased road, the rates of freights and passengers being fixed by the said second parties, but not being less per mile, according to the miles carried, than shall be charged on the combined roads or the road of the said first parties having reference to the through and way freight, and passengers and rates respectively, and also classes of each, and a fair and just allowance also being made so as to distribute the charges for loading and unloading on the whole amount received on each freight bill.

It being also further mutually agreed, that one half of all the said rents and profits thus accruing for the benefit of and becoming payable to the said first party, shall be paid and deposited at the American Exchange Bank, or with the Bankers which may be agreed upon by both of said parties, and expressly applied to the payment of the interest coupons of the first and second mortgage bonds of the said first party and that said amount shall be so deposited semi annually on or before the first days of May and November in each year.

The said party of the first part also agrees that the said road so leased shall be completed and in running order for the trains on the first day of January A. D. 1855 with suitable temporary depots and side tracks and stations for its convenience and also a temporary and convenient track to the ferry on the Mississippi and that after the track is laid the necessary ballasting shall be completed which shall not have been done before, to put the road in proper and good condition for permanent use, and further the said first party agrees that if it does not proceed with the work in such manner as to secure its completion for the reception and running of trains by the said first day of January the said second parties may put men on the work, and expend for and on account of the said first party the needful amount to complete it, and in like manner may do the same in regard to the necessary ballasting if it be not done by the said first party with reasonable diligence after the said road shall be occupied by the trains and in operation, the amount required to complete the road, being supposed to be about Forty thousand dollars but may exceed that sum.

And the said parties of the second part agree to procure and furnish Twenty-two hundred Tons of iron, like in form and quality to that laid

upon the Central Military Tract Road to be delivered at Burlington and Galesburg as soon as the same can be transported from New York with ordinary diligence (casualties excepted), that they will purchase the said iron on as long credit as can conveniently be obtained and that the same shall be sent to Galesburg and Burlington in quantities for each place which may be most convenient to facilitate the work of construction of the said leased road, and that the same shall be placed upon the track of the Road subject to the rights of the parties as hereinafter agreed upon.

And it is further mutually agreed that the said party of the first part shall for all the money which may be required for carrying out this contract by the said second parties, execute its promissory notes, payable to the order of the said second parties or otherwise payable as they may direct on six months time, upon which interest shall be made up at a discount of twelve per cent and also for the cost of said iron and all other materials from and at the time when the credit at which the same may be purchased shall expire which said notes shall be renewed from time to time as long as the same shall remain unpaid by the Peoria and Oquawka Rail Road Company.

And the said parties of the second part agree in consideration of the securities to be given, and of the covenants and agreements on the part of the said first party herein contained, agree and covenant to procure the said notes to be discounted, and to raise the said money required, and to carry the same along by renewals from time to time until the period fixed herein for the payment of the same by procuring renewed discounts so that the cost of the money to the said second parties shall be and only be the discount above agreed upon, and should the cost of raising the money exceed that amount the said second parties shall bear it themselves, the said notes however being made payable in Boston or New York.

And it is mutually agreed to the security of the said second parties, that the iron which is to be purchased by the said second parties *upon their own credit* in the first instance shall remain the property of the said second parties until the said promisory notes to be given by the said first party therefor upon the expiration of the credit upon which the same shall be purchased by the said second parties shall have been paid, and that the said iron shall be deemed and taken to be lent to the said first parties, until the said notes are fully paid, but when so paid then to become the property of the said first party, but if not paid as agreed then the said second party to have the full right to remove and sell the same as hereinafter agreed as their own property.

And it is further agreed by the said first party that for both the amount of money which may be raised, and also for the value of said iron and for all monies which under this agreement may become a debt or a claim or a liability against the said first party, the said first party shall place in the hands of the said second parties its second mortgage bonds to double the amount thereof so that the said second parties shall always hold two dollars of the said second mortgage bonds, for every dollar of such debt claim or liability, but it is expressly understood that the said first party may at the maturity of any or all said notes elect to pay the same, and reserve back corresponding amount of said collateral bonds two for one as given.

And it is further agreed that if at the expiration of said lease, or at the expiration of three years from the completion of said leased road the said first parties fail to pay said debt and release said second parties from all their liability from reason thereof and by reason of the said notes, and pay the full interest thereof, the said bonds pledged as collateral security may be, and the said iron may be sold at public auction in the city of New York, three weeks notice of the time and place of sale having first been given by publication in some public Journal, both in said city and in the city of Peoria, and any deficit shall constitute a claim or debt against the said first party.

And in that case it is agreed that the said second parties shall continue the lease on the terms herein agreed, and shall hold the said road until the balance of the said debt claim or liability shall be paid or at their option in lieu of said rent and profits shall and may pay to the said first party in like manner to be deposited and applied in like manner, a sum equal to half of all the net profits on the traffic and business of the said leased road, the other half to be applied as before provided in redeeming the loan or debt and paying the interest until the claim or debt or liability is paid and discharged in full with interest.

And it is further agreed that any public sale of the property herein pledged the pledgees may become bidder and purchaser of the property as well as all others.

It is also further agreed by the said first party that when the road is constructed from Peoria to Galesburg and the said first party becomes again possessed of said leased road, the said parties of the second part shall have the right, which is hereby secured and guaranteed to them of running their cars and engines over the same to and fro between Galesburg and the Mississippi in such a manner as to accomodate their business paying per mile for freight and passengers the same rates that the said first party charges for its own freight and passengers on its own road having reference to through and way rates and classes of freight and passengers, this not being intended as a waiver or alteration of a former contract subsisting between the said first party and either one or both of the said second parties, except that it secures the additional right forever of and to the said second parties, to run their cars and engines over said leased road as herein provided.

And it is mutually agreed that the arrangements for running trains shall be in all respects fair and equal for both parties and accomodate the business of each, and in case there shall be any disagreement as to the arrangement for running trains, the time table and rules of running shall be fixed by two Superintendents of roads of whom each party shall choose one and if there be any disagreement between they to choose a third to act as umpire between them, and both parties will regard and obey their decision, and if the road from Galesburg to Peoria shall be completed before the termination of the said lease, then the said first party shall have the right to run its cars and locomotives over said leased road subject to the same provisions and stipulations and agreements as to running time tables, rates of fare etc. as are the second said parties after said lease shall have termi-

nated, and in both cases there shall be a fair and just allowance for car and engine service and in both cases the respective parties shall have the right to take wood and water at the Stations making a just and reasonable compensation and payment for the same to be likewise settled in case of disagreement by the same arbitrators.

It is further agreed that if the said first party shall at any time fail to pay their interest coupons in full as due and proceedings shall be had to foreclose either mortgage or put the road into the hands of Trustees it shall operate to terminate the time when the whole amount then due from it under this agreement shall mature and become due and payable, and the said second parties shall have the same rights as are now secured to them at the maturity of the debt or claim or liability, or the said second parties may elect if they please to pay the unpaid coupons taking and holding the same, and the amount thereof shall become a part of a debt of a liability of the said first party for which they shall execute notes as aforesaid, and at the discount aforesaid, from which the said second parties may raise money to reimburse themselves for all arears so paid, and such failure to pay coupons shall give to the said second parties the right to extend, and shall operate as an extension of the lease of said road one year upon the same terms as to rent and as herein agreed, and should there be further failures to pay coupons the option as above stipulated shall be repeated, and be the same at each failure and operate in like manner an extension of the lease for one year at each said failure in case the said second parties provide for the payment of said coupons and above and hold the same.

It is further stipulated that the said second parties may borrow the iron required to complete said road to Galesburg, agreeing to replace it in New Orleans or New York early next Spring unless they can buy it on terms not exceeding sixty-five dollars a ton.

And it is agreed by the said second parties that they will at any time allow any part of the said bonds of the said first party to be redeemed upon the payment of the proportion of money for which they stand pledged, and that whenever at fixed times of settling, half of the rents and profits of the said road and its business shall pay the interest and some portion of the principal of the debt or claim due from the said first to the said second parties, or for which the said second parties shall become liable, the said second parties shall deliver back to the said first party the amount paid on the principal in the said bonds in the proportion of two for one, holding always only so many of the said bonds as shall be double in amount the actual debt claim or liability for the time being.

In Witness whereof the said parties have hereto respectively set their Seals by their respective Presidents this the day above written.

The Peoria & Oquawka Rail Road Co.
By GEORGE C. BESTOR, Presdt.
The Chicago & Aurora Rail Road Co.
By JAMES F. JOY, Presdt.
The Central Military Tract Rail Road Co.
By JAMES F. JOY, acting for
J. W. BROOKS, Presdt.

TRUST MORTGAGE. September 10, 1853. The Peoria and Oquawka Rail Road Company to David Hoadley et. al.

No. 1966. Filed September 24" 1853.

This Indenture made the tenth day of September in the year of our Lord one thousand eight hundred and fifty three between the Peoria and Oquawka Rail Road Company, a Corporation, duly created and organized by and under the laws of the State of Illinois, parties of the first part and David Hoadley and James T. Soulter of the City of New York, parties of the second part, *Witnesseth whereas* the said Peoria and Oquawka Rail Road Company pursuant to the terms of the Statute of said State of Illinois incorporating them and other statutes of said State affecting them are engaged in constructing a rail road from the City of Peoria on the Illinois River to the Town of Oquawka on the Mississippi River in said State and also in constructing a branch of said road from a point west of Monmouth running thence to the said Mississippi River at a point nearly opposite the City of Burlington in the State of Iowa and for the purposes authorised by said laws of said State have heretofore issued the bonds of said Company to the amount of Five Hundred Thousand Dollars dated respectively on the first day of May in the year one thousand eight hundred and fifty two numbered from number one (1) to five hundred (500) inclusive and for the purpose of securing the payment of the same have executed a deed of trust in the nature of a mortgage upon the premises hereinafter mentioned and specified to William F. Coolbaugh, John F. A. Sandford and Luther C. Clark, dated on the second day of August one thousand eight hundred and fifty two which was recorded in the office of the Clerk of the Circuit Court and Recorder of Peoria County in said State of Illinois in Book B. A. on pages 497 &c and in the several other counties through which said Rail Road passes and in confirmation of said deed of trust and for the better securing the payment of said bonds to the respective holders thereof have also executed to the said Coolbaugh, Sanford and Clark a certain other deed or instrument in writing dated on the nineteenth day of March in the year one thousand eight hundred and fifty three which has been recorded in the aforesaid Recorder's office of Peoria County in Book E. A. pages 1, 2, 3 &c and in the several other counties through which said rail road passes to which deed of trust and of confirmation and the record of each reference is here made for greater certainty as to the provisions and contents thereof. And whereas the said Peoria and Oquawka Rail Road Company are desirous of borrowing money to an amount not exceeding Seven hundred thousand dollars to be applied to the purchase and transportation of or in payment for materials, superstructure and equipments for said road and branch and the construction of said road west of the Illinois River at Peoria aforesaid and the aforesaid branch road and have resolved to execute bonds of said Company therefor in sums of One thousand dollars each bearing even date with these presents payable on the first day of May one thousand eight hundred and seventy three bearing interest at the rate of eight per cent per annum payable on the first day of May next ensuing the date thereof and thereafter payable semi-annually on the first day of each November and May until said principal shall be paid at the Banking

House of the American Exchange Bank in the City of New York, said bonds all to stand equally secured by these presents according to their amounts notwithstanding the same may be issued at different times and are or are to be numbered consecutively from number (501) five hundred and one to (1200) twelve hundred inclusive each of said bonds being authenticated by a certificate signed by said parties of the second part and containing a clause permitting the holder thereof to exchange the same at par for shares of the capital stock of said rail road company at the par value of the same at any time prior to the first day of May one thousand eight hundred and seventy.

Now therefore this Indenture Witnesseth that the said Peoria and Oquawka Rail Road Company in order to secure the payment of said last mentioned bonds and the interest thereon and in consideration of the sum of One dollar to them in hand paid by the said parties of the second part at the sealing and delivery hereof, the receipt whereof is hereby acknowledged Have granted, bargained, sold, transfered and conveyed and by these presents Do Grant, bargain, sell, transfer and convey to the said parties of the second part, their successors in the trust hereby created and assigns All the following present and in future to be acquired property of the said Company and all their rights, interests and equity of redemption therein that is to say, their road made or to be made west of the Illinois River aforesaid and all branches thereof made or to be made including the right of way and land occupied thereby together with the superstructure and tracks thereon and all the iron, timber, materials, furniture and property purchased or to be purchased or procured for the construction and equipment of said road and branhes, all depot and station grounds and the buildings thereon, all the side tracks, bridges, viaducts, culverts, fences, engines, tenders, cars, tools, machinery, materials and all their personal property now or hereafter to be acquired, the subscriptions to the capital stock of said Company made and to be made for the construction of said road and branch or branches, together with the nett revenues and earning to be derived therefrom and all the rights, privileges and franchises of the said Company of, in, to or concerning the same, but nothing herein contained shall be construed to prevent the said Company from selling hypothecating or otherwise disposing of any bonds or other securities received in payment of stock or otherwise or of any lands or other property of the Company not necessary to be retained for their aforesaid road way, depot grounds or stations nor required for the construction or convenient use of their road and branches nor from collecting monies due the Company on stock subscriptions or otherwise provided they shall diligently proceed to collect and faithfully apply all such means to the construction and equipment of their said road and branches hereby conveyed; and provided also that no default shall have been made in the payment of the interest or principal of any of the bonds intended to be secured hereby To Have and to Hold the said premises and every part thereof with the appurtenances unto the said parties of the second part, their successors in said trust and assigns, subject to the aforesaid lien or incumbrance of Five hundred thousand dollars created by the aforesaid mortgage executed by the said

Company to the said William F. Coolbaugh, John F. A. Sanford and Luther C. Clark and the aforesaid deed confirmatory thereof, but upon the following trusts, that is to say in case the said Peoria and Oquawka Rail Road Company shall fail to pay the principal or any of the interest on any of said bonds intended to be secured hereby at any time when the same may become due and payable according to the tenor thereof when demanded then after sixty days after such default upon the request of the holder of any one of such bonds the said parties of the second part, their successors in said trust and assigns may enter into and take possession of all or any part of said premises and as the attorneys in fact or agents of said Company by themselves or agents or substitutes duly constituted have use and employ the same making from time to time all needful repairs, alterations and additions thereto and after deducting the expenses of such use, repair, alterations and additions apply the proceeds of said premises to the payment of the principal and interest of all said last mentioned bonds remaining unpaid or the said parties of the second part, their successors in said trust and assigns at their discretion may or on the written request of the holders of at least one half of the last mentioned bonds then unpaid and unconverted into stock shall cause the said premises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may then be unpaid and unconverted as aforesaid, together with all the expenses of sale to be sold at public auction in the City of New York giving at least forty days notice of the time, place and terms of such sale and of the specific property to be sold by publishing the same in two of the principal newspapers in the City of New York at the time being and also in one of the principal newspapers in Peoria, Illinois, and Burlington, Iowa, at the time being and execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same which shall be a bar against the said Peoria and Oquawka Rail Road Company parties of the first part, their successors and assigns, and all persons claiming under them of all right, interest or claim in or to said premises or any part thereof and said Trustees shall after deducting from the proceeds of said sale the costs and expenses thereof and of managing said property apply so much of the said proceeds as may be necessary to the payment of said principal and interest due or unpaid on said bonds and shall restore the residue thereof to the said Company, parties of the first part, it being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said Company nor any injunction or stay of proceedings or any process be obtained or applied for by them to prevent such entry or sale as aforesaid.

It is also hereby expressly understood and agreed that it shall be lawful for the said Company to dispose of the current nett revenues of said road and branches in such manner as said Company shall direct until default shall be made in the payment of the interest or principal of said bonds or some one of them.

And it is also expressly understood and hereby declared that the property, franchises and premises above mentioned and described are hereby

conveyed, subject to the aforesaid mortgage to William F. Coolbaugh, John F. A. Sanford and Luther C. Clark dated August 2nd, 1852, and the aforesaid deed confirmatory thereof dated March 19th, 1853, and to the lien or encumbrance thereby created. And the said Peoria and Oquawka Rail Road Company for themselves, their successors and assigns do hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyances of the said premises or any part thereof to the said parties of the second part, their successors in said trust and assigns for more fully carrying into effect the objects and purposes of these presents and of making them embrace at law said rail road and branches as the same may be extended or constructed and the property and effects so expressed to be mortgaged or so intended and to be hereafter acquired.

And the said Peoria and Oquawka Rail Road Company hereby further covenant as aforesaid that the money borrowed or procured for the purpose aforesaid upon the security of the said bonds shall be faithfully applied to the construction of said railroad west of the Illinois River aforesaid and the aforesaid branch thereof and to the purchase and transportation of or in payment for the materials necessary for the superstructure and equipment thereof and that said materials so purchased shall be transported and used with due diligence in the construction, furnishing and equipment of said Rail Road and the aforesaid branch thereof.

And it is hereby mutually agreed and these presents are upon this express condition that on the payment of the principal and interest of said bonds or the conversion thereof into stock in manner aforesaid the estate hereby granted to said parties of the second part shall be void and the right to the premises hereby conveyed shall revert to and revert in said Company without any acknowledgment of satisfaction, reconveyance, re-entry or other act.

And it is also further mutually agreed that the said parties of the second part, their successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof and shall not be responsible for the acts of any agent employed by them or either of them where such agent shall be selected or employed with reasonable discretion and that and that the said parties of the second part, their successors in said trust and assigns, shall be entitled to receive proper compensation for every labor or service performed by them in the discharge of their trust in case they shall be compelled to take possession of said premises or of any part thereof or manage the same.

And it is hereby further mutually agreed that neither of the said Trustees shall in any manner be liable or responsible for any act or acts of his cotrustee to which he does not assent and that in case of the death, mental incapacity or resignation of eith of the said Trustees to act in the matter of said trust all his right, estate, interest, power and control in the premises shall be divested, cease and determine and the said Company and the surviving Trustee may mutually agree upon a new Trustee to supply the said vacancy or failing so to do the said Company shall or in case of their default to take proceedings therefor for thirty days the holders of a

majority of said bonds may apply to any Court of competent jurisdiction, in the State of Illinois to appoint a new Trustee residing in the City of New York to supply said vacancy and thereupon such new Trustee shall become vested for the purposes aforesaid with all the rights and interests requisite to enable the Trustee thus designated to execute with the other the purposes of this Trust without any further assurance or conveyance for the same, but if the same shall become necessary, both or either of the parties hereto shall execute and deliver any and all necessary releases or conveyances for that purpose, it being further expressly understood that the surviving trustee shall be fully empowered to execute all the purposes of this trust until said vacancy shall be so supplied.

In Witness whereof the said Peoria and Oquawka Rail Road Company have caused their corporate seal to be hereunto affixed and the same to be subscribed by their President and the said parties of the second part have hereto set their hands and seals the day and year first above written.

THE PEORIA & OQUAWKA (Seal)
RAIL ROAD COMPANY,
By RUDOLPHUS ROUSE, *President*

Sealed and delivered in the presence of:
The word Seven in the thirty-sixth line from the top of the first page being written partly on an erasure before execution. (Seal of P. &. O. R. R. Compy)

DAVID HOADLEY (Seal)
JAS. T. SOULTER (Seal)

LEBBENS CHAPMAN, JR.,
as to Hoadley & Soulter.
Countersigned:
WASHINGTON COCKLE,
Secty P. & O. Rail Road Company.

STATE OF ILLINOIS, }
CITY AND COUNTY OF PEORIA. } ss.

On the tenth day of September in the year One thousand eight hundred and fifty three before me came Rudolphus Rouse, the President of the Peoria and Oquawka Rail Road Company with whom I am personally acquainted and who being by me duly sworn deposes and says that he resides in the City of Peoria and State of Illinois, that he is the President of the Peoria and Oquawka Rail Road Company, that the seal affixed to the foregoing indenture is the corporate seal of the said Peoria and Oquawka Rail Road Company and was affixed to the foregoing indenture by order of said Company for the uses therein expressed and that he by like order did subscribe his name thereto as President of said Company.

In Witness Whereof I have hereunto set my hand and Notarial seal at the City of Peoria, Illinois, on the day and year above mentioned.

BEN L. T. BOURLAND,
(L. S.) *Notary Public.*

STATE OF NEW YORK,
CITY & COUNTY OF NEW YORK. } ss.

Be it remembered that on this 13th day of September, 1853, before me the subscriber, a Notary Public in and for the State of New York, duly commissioned and sworn, came David Hoadly and James T. Soulter, with whom I am personally acquainted and known to me to be the individuals described in and who executed the foregoing indenture and severally acknowledged that they executed the same as their free act and deed.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal at the City of New York this 13" day of September, 1853.

LEBBENS CHAPMAN, JR.
(L. S.) *Notary Public*
in and for the State of New York.

STATE OF ILLINOIS,
KNOX COUNTY. } ss.

I, Charles H. Westerberg, Clerk of the Circuit Court and ex-officio Recorder in and for said County in the State aforesaid, do hereby certify that the annexed is a true and correct copy of the record of a certain Trust Deed filed in my office on the 24th day of September, A. D. 1853, as Document No. 1966, and recorded in Volume 4 of Mortgages, at page 426.

In testimony whereof, I have hereunto set my hand and affixed my official Seal at Galesburg, this 5th day of May, A. D. 1923.

CHARLES H. WESTERBERG,
(Seal) *Recorder.*

DECREE OF FORECLOSURE, July 11, 1862, Circuit Court United States Northern District Illinois

CIRCUIT COURT OF THE UNITED STATES
NORTHERN DISTRICT OF ILLINOIS
IN CHANCERY

Present the Hon. Thomas Drummond Judge
Friday July 11th A.D. 1862.

Chancery.

In the cause between James T. Soulter and David Hoadley Trustees &c against The Peoria & Oquawka Rail Road Company, The Chicago Burlington and Quincy Rail Road Company, William S. Moss, Abner C. Harding, Richard Gregg James Knox, Charles H. Walker Charles S. Clark, Harvey Lightner Tobias S. Bradley and Ivory Quimby and the cross suit in the cause above mentioned, between The Peoria & Oquawka Rail Road Company, William S. Moss, and Tobias S. Bradley, Complainants by Cross Bill against the said James T. Soulter and David Hoadley Trustees &c And the Chicago Burlington and Quincy Rail Road Company, Abner C. Harding James Knox, Richard Gregg Ivory Quimby, Harvey Lightner Charles S. Clark and Charles H. Walker Cross Defendants

These causes having been heretofore called on for a final hearing, upon the Bills and Answers and Replications, on the Cross Bills answers and Replications, and upon the Report of the Special Masters, to whom it had been referred to take an account between the Peoria & Oquawka Rail Road Company, and the said Trustees, and also between that Company and the Chicago Burlington and Quincy Rail Road Company, and Moss, Harding and others, associated under the name and style of Moss, Harding & Co. and to take testimony of the matters and charges alleged in the said pleadings, and there having been no exceptions taken to said Report, and the same having been confirmed, according to the Rules and practice of the Court, and it appearing to the satisfaction of this Court therefrom, that the said Defendants The Peoria & Oquawka Rail Road Company did on the tenth day of September, in the year of Our Lord, One Thousand, Eight Hundred and Fifty Three, being thereunto duly authorised by the Laws of the State of Illinois, and in conformity with the requirements of law, execute and deliver to the said original complainants, James T. Soulter and David Hoadley, as Trustees for such Bond Holders as might become interested thereunder, its said Indenture of Mortgage or Deed of Trust, wherein, and whereby it was witnessed among other things, that the Peoria and Oquawka Rail Road Company in order to secure the payment of certain Bonds, being in amount Seven hundred thousand Dollars in sums of one thousand Dollars each bearing date even with said Indenture, payable on the first day of May, A. D. 1873 and bearing interest at the rate of eight per cent per annum payable semianually at the American Exchange Bank in New York, and to be numbered consecutively from 501 to 1200, inclusively and also to secure the payment of the interest thereon, and in consideration of one Dollar to it paid by the said Trustees, the payment whereof was therein acknowledged, had granted bargained and sold, transferred and conveyed, and by those presents did grant, bargain, sell, transfer and convey to the said James T. Soulter and David Hoadley Trustees as aforesaid, and their successors in the said Trust thereby created, and their assigns all the following then present, and in future to be acquired property of the said Company and all their rights, interest and equity of Redemption therein that is to say their Road made or to be made, west of the Illinois River (aforesaid) and all branches thereof made or to be made, including the right of way, and land occupied thereby, together with the superstruction and tracks thereon and all the cross timber materials furniture and property, purchased, or to be purchased or procured for the construction and equipment of said Road and branches, all Depot and Station grounds, and the buildings thereon all the side tracks, bridges, viaducts culverts fences, engines tenders, cars, tools, machinery materials, and all other personal property now, or hereafter to be acquired, the subscriptions to the Capital stock of said Company made or to be made for the construction of said Road and branches, together with the net Revenue and earnings to be derived therefrom, and all the rights, privileges and franchises of said Company, of, in, to, and concerning the same, nothing therein to be construed to prevent the Company from selling or hypothecating and bonds or other securities received in payment for stock or other-

wise, or any lands, or property of the Company, not necessary to be retained for its roadways, Depots, Stations Etc. nor from collecting stock subscriptions, provided the proceeds should be applied to the construction of said road and branches and provided also, that no default should be made in the payment of the principal or interest on said Bonds.

To have and to hold the same premises and every part thereof, with the appurtenances unto the said James T. Soulter, and David Hoadley, as Trustees aforesaid, their successors in said trust, and assigns, subject to the lien or incumbrance of Five hundred Thousand Dollars, created by a Mortgage executed by the said Peoria & Oquawka Rail Road Company to Wm. F. Colbaugh John F. A. Sanford and Luther C. Clark dated the second day of August A. D. 1852, and recorded in the office of the Recorder of Peoria Co. and of other Counties through which said Road runs, and confirmed by another deed duly recorded also the the same Parties, dated March 19, 1853, both executed to secure the payment of the said $500,000, and the interest thereon, to be paid semianually, which said deed to said Soulter and Hoadley was executed subject to said prior incumbrance as above stated, upon the following express trusts, that is to say, in case the Peoria and Oquawka Rail Road Company should fail to pay the principal or any of the interest on any of said Bonds intended to be secured thereby at any time, when the same should become due, and payable, according to the tenor thereof when demanded, then after Sixty Days after said default, upon the request of the holder, of any one of the said bonds the said Soulter and Hoadley their successors and assigns might enter into, and take possession of all or any part of said premises, and as the attorneys in fact or Agents of said Company by themselves or agents or substitutes duly constituted lease, use, and employ the same, making from time to time all necessary repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions apply the proceeds of such premises to the payment of the principal and interest of all said Bonds, secured by said Deed of Trust unpaid, or the said parties of the second part, their successors in the said trust, and assigns, might at their discretion or the written request of the holders, of at least one half of the said bonds unpaid, and unconverted into stock, should cause the said premises, or so much thereof, as should be necessary to pay and discharge the principal and interest of all such bonds as might at the time be unpaid and unconverted as aforesaid, together with all the expenses of the sale, to be sold at public auction in the City of New York, giving at least forty days notice of the time and place of sale and of the specific property to be sold, by publishing the same in two of the principal newspapers in the City of New York, at the time being, and also in one of the principal newspapers in Peoria, Illinois, and Burlington, Iowa, at the time being, and execute to the purchaser or purchasers thereof a good and sufficient Deed or Deeds of Conveyance in fee simple for the same, which should be a bar against the said Peoria and Oquawka Rail Road Company—their successors and assigns, and all persons claiming under them of all right, interest or claim in or to the said premises, or any part thereof, and the said Trustees, shall after deducting the expenses,

and costs of sale from the proceeds thereof, and also of managing said property, apply so much of the proceeds, as might be necessary to the payment of the said principal and interest, due or unpaid on said bonds, and restore the residue thereof to the said Company it having been also therein expressly understood and agreed on the part of the said Company, that in no case should any claim or advantage be taken of any valuation appraisment or extention laws; by the said Company, nor any injunction or stay of proceedings, or any process be obtained or applied for by it, to prevent entry or sale as aforesaid. And it was also in said indenture expressly understood and agreed that such sale, should be made subject to the said indenture of mortgage to the said Wm. F. Colbaugh, John F. A. Sanford and Luther C. Clark above described.

And it further appearing from the proceedings, and the said report, to the satisfaction of this court, that the said bonds to the amount of Five Hundred Thousand Dollars were made by the said Peoria and Oquawka Rail Road Company, under the security of the said indenture to said Colbaugh, Sandford and Clark, bearing interest at the rate of eight per cent. and payable half yearly in New York and that the said mortgage or deed to said Parties conveyed all that portion of the said companys railway which lies west of the Illinois River, and all its franchises, rights, and other property, except only that portion of its line of road and franchises which lie east of the West Bank of the said River and that no interest on the said bonds have been paid since November A. D. 1858, and that the principal debt, May 1, 1861, is $500,000, and that interest warrants at that time thereon remaining unpaid amounting to $107,160.00

And interest thereon, after due at the rate of six per cent amounted to 7,900.80

Being a total at that date of $115,060.80.

And it appearing also by the said proceedings—and the said Special Masters Report that the Peoria & Oquawka Rail Road Company made another series of bonds, Seven Hundred in number, each for the payment of $1,000, dated 10th September A. D. 1853 and payable May 1st A. D. 1873, with interest at the rate of eight per cent. payable semianually, in New York, under the said mortgage and indenture to the said original complainants Soulter and Hoadley and secured to be paid thereby as above stated, and that, of the series, Two Hundred and Fifty One are at large and absolute debts against the Company and that one hundred and nineteen, formerly hypothecated to the Chicago, Burlington and Quincy Rail Road Company have been since sold to C. Harding & Co. and are now held by J. F. Joy, making in all absolutely sold, Three hundred and seventy bonds or $370,000, and that the balance three hundred and thirty, with the interest warrants attached are now held by the Chicago, Burlington and Quincy Rail Road Company as collateral security for the performance of contracts, between those two companies. That the whole arrear of the bonds so held as collateral security including interest is as follows.

Bonds 330	$330,000.00
Interest coupons attached 4950 to May 1861	198,000
Interest at six per cent on said unpaid Coupons,	41,184.00
Being a total amount of bonds & interest	$569,184.00

And that the amount of interest and principal of bonds sold so far as it has been possible to ascertain is as follows. 357 bonds held by various parties and presented before the Masters with their Coupons.

	$357,000.00.
3651 Coupons from May 54, to May 1861,	146,040.00
Interest thereon at 6 per cent, after due to May 1, 1861,	23,084.60.
Being a total of principal and interest	$526,124.60

And it appearing also, that there are thirteen bonds outstanding and not to be found, their owners being unknown, and it appearing that there was past due and unpaid, on the first day of May, 1861 on the other three hundred and fifty seven bonds secured by the said Indenture to said Hoadley and Soulter as above stated, the amount of one hundred and Sixty nine thousand one hundred and twenty four dollars and sixty cents for interest upon said bonds and coupons.

And it further appearing that the Chicago, Burlington and Quincy Rail Road Company is in possession of the portion of the Peoria and Oquawka Rail Road west of Galesburg, under an agreement, that it shall retain and possess and operate the same until the amount of the debt due to it for advances and loans of money made by it to the Peoria & Oquawka Rail Road Company are repaid by it, which said lease or claim is in the nature of a mortgage with possession thereunder, and which contract bears date October 3d 1854, and that thereunder the said portion of said road came into possession of the Chicago, Burlington and Quincy Rail Road Company, on the 17th day of March 1856, and it further appearing in like manner that upon the first day of November A. D. 1860 that there was a balance due to the Chicago, Burlington & Quincy Rail Road Company from the Peoria & Oquawka Rail Road Company upon said contract in the nature of a mortgage and as security for which the said creditor Company had possession of the said Road west of Galesburg—and also of the said Three Hundred and Thirty bonds and coupons as above mentioned, and upon which there was past due of interest coupons and interest thereon the sum of Two Hundred and Thirty Nine Thousand one hundred and eighty four Dollars, May 1, 1861, which balance at that time amounted to the sum of Three Hundred and Twenty Nine Thousand seven hundred and twenty five dollars and seventy five cents

And it further appearing from the proceedings and the said report that under a construction contract, or contracts between certain persons known under the style of Moss, Harding & Co. who were at the time of the com-

mencement of the suit and still are William S. Moss, Abner C. Harding Richard Gregg, James Knox, Charles H. Walker Charles S. Clark and Harvey Lightner, and the Peoria & Oquawka Rail Road Company for the construction of the road from Elmwood to Galesburg, the said parties Moss and others contracted to furnish the means for the construction of that portion of the road being a distance of forty one miles, furnishing all the money and materials both for its construction and equipment, and under which contract the said parties were to become and did become lessees of the whole of said Road from Peoria to Burlington, with the equipment subject to the rights therefor, created in favor of the Chicago Burlington & Quincy Rail Road Company on that part of said road west of Galesburg, with the right to retain possession occupancy, use and absolute control and management thereof, and of the equipment, until the amount due to them, from the Peoria & Oquawka Rail Road Company for advances on account of interest outstanding debt, loans, right of way rolling stock and construction of the Road and interest at ten per cent on such advances should be fully paid and satisfied, provided that no interest should be paid on the amount advanced for construction until November 1860.

And it further appearing, that the said Moss, and his said associates entered upon the possession and construction of said road under the said contract and also that upon the account taken before the special Masters and reported by them to the Court there was a balance due them on the first day of November 1860 for the advances made by them, for the construction of the Road under said contract or contracts exclusive of the value of the Rolling stock the sum of thirteen hundred and ninety four thousand, seven hundred and five Dollars and seventy four cents ($1,394,705.74)

And it appearing that the said Company has been long insolvent and unable to pay its debts, and that the said Moss and his said associates, and those claiming under or in connection with them, viz Tobias S. Bradley and Ivory Quimby, and the Chicago, Burlington and Quincy Rail Road Company are in the actual occupancy of the said Road from Peoria to Galesburg as mortgagees in possession or as lessees, in the nature of mortgagees holding the same as security for the respective debts or claims as aforesaid.

Now therefore the cause having been heretofore fully heard upon the arguments of the counsel for the respective parties as well upon the motions made by the counsel for the Peoria & Oquawka Rail Road Company for the dismissal of the cause, for want of jurisdiction and otherwise as upon the final hearing. It is by the Court ordered that the said motions be, and that the same are hereby overruled, and it is ordered adjudged and decreed by the Court that all and singular the said mortgaged or deeded premises mentioned and described in the said original bill of complaint in this cause, and hereinafter described more particularly, be sold at public auction, under the direction of J. T. Moulton one of the masters of this Court, unless previous to such sale the said Defendants or some of them pay to the said Complainants or such Trustees or to their Solicitor or to said Master the amount reported to be due for interest upon the said Three hundred

and fifty seven bonds issued under, and secured by said Trust Deed to the said Complainants which sum amounted on the first day of May A. D. 1861, to the sum of One Hundred and Sixty Nine Thousand and One Hundred and twenty four Dollars and sixty cents, and also the interest on that sum at the rate of six per cent per annum from the said date up to the time of payment and also the amount of the coupons for interest upon said bonds, which have fallen due upon said bonds since the first day of May A. D. 1861, with interest thereon at the rate of six per cent per annum from the time of their maturity until the time of payment and also shall pay before said time of sale the interest which was due on three hundred and thirty (330) of said bonds, held as collateral security by the said Chicago Burlington & Quincy Rail Road Company on the same first day of May being in amount the sum of Two hundred and thirty nine Thousand one hundred and eighty four Dollars $239,184, together with interest thereon from that date up to the said time of payment at the rate of six per cent per annum and also the interest coupons on the Three hundred and thirty bonds, which have become due since that date and interest thereon, computed at six per cent. per annum from the time they respectively become due until said payment is made.

And it is further ordered that the said sale shall be made at Chicago after the period of one hundred days from the rendition of the Decree, and that the master give public notice of the said sale and the time and place thereof according to the rules and practice of this Court, and that the Complainants or any of the parties to this suit may become purchaser or purchasers, at the said sale that the Master execute a deed of the said mortgaged premises to the purchaser or purchasers on said sale and that the said Master out of the proceeds of said sale retain his fees, disbursements and commissions on said sale and pay to the Complainants, or their Solicitor the amount reported to be due on the Three Hundred and fifty seven bonds for principal and interest and interest to be computed in the minner indicated in this decree up to the day of sale and also the amount of the principal of the Thirteen bonds not presented before the Commissioners and the interest thereon from May 1, 1861, computed in the same manner and also the sum of Three Hundred and Twenty Nine Thousand, seven hundred and twenty five Dollars and seventy five cents and the interest thereon, since the first day of November A. D. 1860, up to the time of said sale, being the amount for which the said Three hundred and thirty bonds and coupons stand pledged or so much thereof as the purchase money of the mortgaged premises will pay, for the same to be paid pro rata upon said amounts in proportion to amounts thereon, and that the Master take receipts for the amounts so paid, and file the same with his Report, and that if there shall then remain in his hands any further monies from the proceeds of said sale he shall out of the same pay to the Solicitor of the said Moss and his associates, the amount reported to be due to them with interest thereon at six per cent per annum from November 1st, 1860, or so far as the monies in his hands will enable him to do so, and that he bring the surplus monies arising from the said sale if any there shall be, into this Court without delay, to abide the further order of the Court.

And it is further ordered, adjudged and decreed that the Defendants and all persons claiming under them or to claim under them or any of them, and all persons having a lien subsequent to the said Deed of Trust by Judgment or Decree or otherwise, upon the premises contained in said mortgage and his or their heirs or personal representatives and all persons having any lien by or under such judgment or decree or otherwise and all persons claiming under them be forever barred and foreclosed of and from all Equity of Redemption and claim, of, in or to the said deeded or mortgaged premises and every part and parcel thereof.

And it is further ordered that the purchaser or purchasers, at said sale, shall be let into possession of the said mortgaged premises, and that any of the parties in this cause who may be in possession of the said premises or any part thereof, or any persons, who since the commencement of this suit have come into possession under them or either of them deliver possession thereof to such purchaser or purchasers on production of the Masters Deed for such premises, and a certificate from the Clerk of this Court after the report of said sale shall have been confirmed that the same has been confirmed under the rules of the Court. And in case the said amount reported as actually due with the interest and costs of suit shall be paid before such sale, it is further ordered, that the said Complainants be at liberty, at any time hereafter when the principal sum or interest secured by said Bond or Deed of Trust and Mortgage, shall become due according to the conditions of said bond to go before a Master on the foot of this Decree, and procure a Report of the arrears which shall be due thereon, to the end, that upon the coming in and confirmation of such a report a decree may be made for a sale of said premises, to satisfy the amount which shall then be due with the interests and costs of such report and sale.

The descriptions and particular boundaries of the property authorised to be sold, under this decree as set forth in the said deed of trust or mortgage, and set forth in the said bill of complaint are as follows.

being the same above mentioned viz.

All the property of the Peoria and Oquawka Rail Road Company, and all its right interest, and equity of redemption therein that is to say. Its road west of the Illinois River, and all branches thereof which had been constructed before the tenth day of September A. D. 1853 and which has since been constructed or built including the right of way, and land occupied thereby, together with the superstructure and tracks thereon and all the iron, timber materials, furniture and property purchased by said company for the construction and equipment of the said road and branches all depot and station grounds and the buildings thereon, bridges viaducts, culverts fences, engines, tenders cars, tools and machinery materials and all other personal property acquired by the said company, and upon or used specifically or specially in the operation and management and control and maintenance of the said Rail Road of the said company—west of the Illinois together with the revenues and earnings, derived or to be derived therefrom, and all the rights, privileges and franchises of said Company of in and to and concerning the same.

And inasmuch as the property embraced in the said mortgage is only a part of a line of Rail Road, constructed by the said Company it is hereby

declared to be the intention and design of this Decree to sell only that part of said Rail Road embraced in said mortgage, and the franchises and rights attached thereto in accordance with the terms of the mortgage, and Act of the Legislature by the authority of which the said mortgage was made but without in any way determining what effect such sale, when made will have upon the relations of the purchasers under said sale with the said company or others having rights interests or liens on other parts of the said line of Road but leaving the said Company and others having such rights, interests or liens and the public perfectly free to enforce or protect the same either at law or in equity as may be deemed just and reserving especially to any of the parties to this decree, and the proceedings herein or to their successors or assigns the right to apply hereafter to this Court by Petition, supplemental Bill, cross bill or otherwise to enforce and protect the same this Court retaining jurisdiction of the cause for that purpose intending hereby and such being the force and effect of this decree in manner aforesaid only to give effect to the security created under the authority of law, and in no degree to affect the rights interest and property which may exist in other parts of the line in the general franchises of the company or any other rights which may legally exist consistently with the rights of the creditors and purchasers under such a deed of trust so authorised to be made, which said sale however it is ordered and decreed shall be made subject expressly to all the rights and interests which William F. Colbaugh, John F. A. Sanford and Luther C. Clark or their successors or assigns may have as Trustees for Bond Holders, under a deed of trust, executed by the Peoria & Oquawka Rail Road Company to said parties dated August 2, A. D. 1852, and a certain other deed of trust in confirmation thereof, dated the 19th day of March A. D. 1853 to secure the payment of the principal and interest of Five Hundred Bonds, of One Thousand Dollars each, bearing interest at the rate of eight per cent payable semiannually and now outstanding and with Coupons unpaid since November 1, 1858.

And it is further ordered and decreed that all questions between the parties now in possession of the Road from Peoria to Burlington viz between Moss and his said associates and assigns and The Chicago, Burlington & Quincy Rail Road Company and the Peoria and Oquawka Rail Road Company touching the earnings and revenues of the said Road after the first day of November A. D. 1860, up to which date the special Masters have stated the account down to the time of said sale and the management of said Road for that period of time be reserved and held for the future consideration and orders of the Court.

At the instance of J. M. Walker Esq of Counsel for the Chicago, Burlington and Quincy Rail Road Company, the following stipulations are ordered to be entered of Record, and are in the words and figures following, to wit,

United States Circuit Court, Northern District of Illinois.

James T. Soulter et al.

vs.

Peoria & Oquawka Railroad Company &al

A motion having been made to dismiss this cause for want of juris-

diction, on account of the absence of necessary parties and the Court having taken said motion under advisement It is stipulated by the Soliciters & counsel of the respective parties that if the Court should overrule said motion then said cause shall be deemed to be submitted as of this present term

J. L. Jernigan of Counsel for P & O. R. R. Co.
J. M. Walker Solr. for Complts in Original bill and for dft. C. B. & Q. in Cross bill.
N. H. Purple & J. M. Walker Solrs. for Dfts Moss, Harding & Co.

Endorsed Filed Decr 23, 1861.
Wm. H. Bradley Clk.

United States Circuit Court, Northern District of Illinois.

James T. Soulter & al.
vs. The Peoria & Oquawka R. R. Co & al.

A motion having been made in this cause to refer back the Masters report and for leave to take certain evidence on further directions at the suggestion of the Court, the following stipulation is made and executed by and between the counsel of the parties.

It is hereby stipulated that for the purpose of the hearing of this cause the following facts shall be deemed and taken as true

1 that of the two hundred and fifty secured mortgage bonds which remain after deducting the 119 owned by James F. Joy and the 330 pledged to the said Chicago Burlington and Quincy Rail Road Company, Fifty belong to said Rail Road Company, and have been so owned since July 185- and a majority of the remaining 200 to the stock holders of said Company

2. That the said 330 bonds were pledged to the said Company by the Peoria & Oquawka Rail Road Company, some considerable time after the execution and countersigning thereof but before the same had been negotiated sold or otherwise disposed of by said Company.

4. that on the day of 1860 the said Moss & his associates assigned to Charles F. Hillyer, Trustee for the Chicago Burlington & Quincy Rail Road Company & Moss, Harding & Co. the lease of part of said Peoria & Oquawka Rail Road to said Moss & his associates set forth in the pleadings in this case and all their rights and interests in the said Road west of Peoria and the equipments mentioned in the contracts connected with said lease to secure the payment to Moss, Harding & Co. the amount agreed to be paid therefor by the Chicago, Burlington & Quincy Rail Road Company, that Company having contracted to purchase the same a copy or the original of said assignment is to be placed in the hands of the Honourable Judge of this Court, to be used in evidence in this cause, so far as he deems it admissible and proper at this stage of the case & material & important to the questions therein, before a final decree is rendered.

5 since the execution of the said assignment The Chicago Burlington & Quincy Rail Road Company has not interchanged cars either passengers or

freight at Peoria with the Road east of that point & all freight & passengers going from the road East to the road west of that point & vice versa, have been there transshipped and it claims the right to have all freight and passengers transshipped there, if the interests of the Road west of that point will be promoted by it, & to manage the road in such a manner as will subject it to the least expense & earn the largest amount of money without reference to any other interests & that it can not be required to allow the trains of the Road east to run over the road west of Peoria in addition to its own trains upon the road or itself to draw those trains in addition to its own trains there running & that it can not be required allow its cars to run upon the road east of Peoria if it is not the interest of the Road west of Peorit It admits, that acting upon this claimed right it has declined to interchange cars, and to allow the trains from the east of Peoria to run west & has declined to draw them or allow its trains to go east & its cars & therefore all freight & passengers have been transshipped at that point going both ways. These stipulations & admissions to be used in this suit alone for which purpose solely it is given

J. N. Jernigan of Counsel for P & O R. R Co.
J. M. Walker solr for Complts in Original Bill and the Dft.
the C. B. & Q. R. R. Co. in the Cross Bill
H. N. Purple Solr for Moss, Harding & Co.
by J. M. Walker.
Endorsed Filed Dec 19, 1861.

WM. H. BRADLEY Clk.

Circuit Court of the United States
Northern District of Illinois

I, William H. Bradley Clerk of the Circuit Court of the United States for said District do hereby certify the above and foregoing to be a true, correct & complete copy of the Decree entered of record in the above entitled cause on the Eleventh Day of July A. D. 1862 wherein James T. Soulter et al are Complainants and the Peoria & Oquawka Rail Road Company—et al are Defendants by Original Bill and The Peoria & Oquawka R. R. Co. et al are complainants and James T. Soulter et al are Defendants by Cross Bill as the same appears of Record remaining in my custody

In testimony whereof I have hereunto set my hand and affixed the seal of said Circuit Court at my office in the City of Chicago in said District this 3d day of April in the year of our Lord One Thousand Eight Hundred & sixty nine, & of our Independence the 93d

(Seal) WM. H. BRADLEY
Clk

NOTICE AND PUBLICATION CERTIFICATE

September 20, 1862, to October 21, 1862.

NOTICE.—Master's Sale of the West End of the Peoria and Oquawka Railroad.

Notice is hereby given that by virtue and in pursuance of a decree of the Circuit Court of the United States for the Northern District of Illinois,

made in a cause in Chancery, therein pending wherein James T. Soulter and David Hoadley, trustees, &c., are complainants, and the Peoria and Oquawka Railroad Company, the Chicago, Burlington and Quincy Railroad Company, William S. Moss, Abner C. Harding, Richard Gregg, James Knox, Charles H. Walker, Charles S. Clark, Harvey Lightner, Tobias S. Bradley, and Ivory Quimby, are defendants, and in the cross suit, wherein the Peoria and Oquawka Railroad Company, William S. Moss and Tobias S. Bradley are complainants, and the said James T. Soulter and David Hoadley, trustees, &c., the Chicago, Burlington and Quincy Railroad Company, Abner C. Harding, James Knox, Richard Gregg, Ivory Quimby, Harvey Lightner, Charles S. Clark and Charles H. Walker, are cross defendants, the undersigned, J. T. Moulton, Special Master of the said Court, duly appointed in the said decree for that purpose, will sell at public auction, at the south door of the Post Office and Custom House building, in the city of Chicago, in said State and Northern District of Illinois, on TUESDAY, the twenty first day of October, in the year one thousand eight hundred and sixty-two, at ten o'clock in the forenoon of that day, to the highest and best bidder for cash, the following described premises and property, to wit: All the property of the Peoria and Oquawka Railroad Company, and all its rights, interest, and equity of redemption therein, that is to say, its road west of the Illinois River, and all branches thereof, which had been constructed before the tenth day of September, A. D. 1853 and which has since been constructed or built, including the right of way and land occupied thereby, together with the superstructure and tracks thereon, and all the iron, timber, materials, furniture, and property purchased by said Company for the construction and equipment of the said road and branches, all depot and station grounds, and the buildings thereon, bridges, viaducts, culverts, fences, engines, tenders, cars, tools and machinery, materials, and all other personal property acquired by the said Company, and upon, or used specifically or specially in the operation and management and control and maintenance of the said railroad of the said Company west of the Illinois, together with the revenues and earnings derived or to be derived therefrom and all the rights, privileges and franchises of said Company, of, in and to, and concerning the same. And that the suit in which the said decree is made was brought to foreclose the second mortgage on that portion of the Peoria and Oquawka Railroad which lies west of the Illinois River, and it is therefore hereby declared to be the intention and design to sell only that part of the said railroad embraced in the said mortgage, and the franchises and rights attached thereto, in accordance with the terms of the mortgage and act of the Legislature, by the authority of which the said mortgage was made; and that at said sale the complainants or any of the parties to said cause will, in virtue of said decree be entitled to bid; and that said sale will be made subject to all the rights and interests of which William F. Colbaugh, John F. A. Sandford and Luther C. Clark, or their successors or assigns may have as trustees for bondholders, under a deed of trust executed by the Peoria and Oquawka Railroad Company to said parties, dated August 2d, A. D. 1852, and a certain other deed of trust, in confirmation thereof, dated the 19th day of March, A. D. 1853,

to secure the payment of the principal and interest of five hundred bonds of one thousand dollars each, bearing interest at the rate of eight per cent., payable semiannually and now outstanding, and with coupons unpaid since November 1st, 1858. Notice is also given that it is provided in said decree that the defendants, and all persons claiming under them or to claim under them or any of them, and all persons having a lien subsequent to the said deed of trust, by judgment or decree, or otherwise upon the premises contained in the said mortgage, and his or their heirs or personal representatives, and all persons having any lien by or under such judgment or decree, or otherwise, and all persons claiming under them, be forever barred and foreclosed of and from all equity of redemption and claim of, in, and to the said deeded or mortgaged premises, and every part and parcel thereof; and that the purchaser or purchasers at said sale shall be let into possession of the said mortgaged premises and that any of the parties in this cause, who may be in possession of the said premises, or any part thereof, or any persons who, since the commencement of said suit, have come into possession under them or either of them, deliver possession thereof to such purchaser or purchasers on production of the Master's deed for such premises and a certificate from the Clerk of said Court, after the report of said sale shall have been confirmed, that the same has been confirmed under the rules of said Court.

J. T. MOULTON, Special Master.

J. F. JOY, of Counsel, and J. M. Walker, Solicitor for Complainants.
Chicago, September 17th, 1862.

I, the undersigned, one of the publishers of the CHICAGO TRIBUNE, do hereby certify that a notice, of which the annexed is a true copy, was published for Five successive Weeks to wit: Thirty-two times in the Daily edition of the Chicago Tribune, a newspaper published in the City of Chicago, and of general circulation throughout the County of Cook, and State of Illinois, and that the date of the first paper containing the same was the 20th day of September A. D. 1862, and that the date of the last paper containing the same was the 21st day of October A. D. 1862.

Dated at Chicago this 21st day of October, 1862.

A. COWLES,
Publisher.

MASTER'S DEED, October 21, 1862, to Sidney Bartlett, et. al.
No. 38491.

Filed February 23d A.D. 1863 at 11 o'clock A. M.

This Indenture made this twenty first day of October A.D. 1862, between J. T. Moulton of Chicago a special master designated by the order of the Circuit Court of the United States for the Northern district of Illinois as hereinaftermentioned of the first part and Sidney Bartlett Esq. Nathaniel Thayer and John W. Brooks, of the City of Boston in the State of Massachusetts of the second part:

Whereas at a Session of said Court held at Chicago, on the Eleventh day of July A.D. 1862 it was among other things ordered, adjudged and decreed

by the said Court on certain causes then depending in said Court wherein the original Complainants were James T. Soulter and David Hoadley Trustees for the holders of bonds issued under the mortgage described in their said bill of Complaint and the original defendants were the Peoria and Oquawka Rail Road Company, The Chicago, Burlington and Quincy Rail Road Company William S. Moss, Abner C. Harding, Richard Gregg, James Knox, Charles H. Walker, Charles S. Clark, Harvey Leightner Tobias S. Bradley and Ivory Quimby, and in the Cross suit the said Peoria and Oquawka Rail Road Company, William S. Moss and Tobias S. Bradley were Cross Complainants and the said Hoadley and Soulter Trustees, and the Chicago Burlington and Quincy Rail Road Company, Abner C. Harding, James Knox, Richard Gregg, Ivory Quimby, Harvey Leightner, Charles S. Clark and Charles H. Walker were the defendants that the mortgaged premises mentioned and set forth and refered to in the said original bill of Complaint in the said cause and hereinafter particularly described should be sold at public auction by and under the direction of J. T. Moulton being one of the masters of said Court but by said decree made special master to make said sale at Chicago after a period of one hundred days from the rendition of said decree after giving public notice of the time and place of such sale according to the rules and practice of said Court,

And whereas the said special master, J. T. Moulton and the party of the first part to these presents, did on the twenty first day of October, after having advertised the same according to the rules and practice of this Court, at the time and place mentioned in said advertisement sell at public auction the said mortgaged premises hereinafter more particularly described agreeable to the order aforesaid; at which time the said premises were struck off to the parties of the second part to these presents for the sum of Two Million, three hundred and twenty thousand dollars, that being the highest sum bidden for the same, but subject to all the rights and interests which William F. Coolbaugh, John F. A. Sanford and Luther C. Clark or their successors or assigns might have therein as trustees for bondholders under a deed of trust Executed by the Peoria and Oquawka Railroad Company to said parties dated August 2nd AD 1852 and a certain other deed confirming the same dated April 19th AD 1853 to secure the payment of principal and interest of five Hundred bonds of one thousand dollars each bearing interest at the rate of Eight per cent with the Coupons unpaid since November 1st 1858

Now therefore this Indenture witnesseth that the said J. T. Moulton master in Chancery in said Court and specially designated as aforesaid and party of the first part to these presents in order to carry into effect the said sale so made as aforesaid in pursuance of the decree of the said Circuit Court of the United States and in consideration of the premises and of the said sum of Two million three hundred and twenty thousand dollars paid by the party of the second part to these presents to me the said J. T. Moulton master as aforesaid the receipt whereof he doth hereby acknowledge hath granted, bargain and sold, aliened, released and confirmed and by these presents doth grant, bargain, sell, alien, release, convey and

confirm unto the said parties of the second part and the survivor or survivers of them and their assigns and the heirs and assigns of the survivor of them forever all the property mentioned and refered to in the said bill of Complaint and discribed therein and in said decree as follows viz:

All the property of the Peoria and Oquawka Rail Road Company and all its rights, interests and equity of redemption therein, that is to say its road west of the Illinois river and all branches thereof which had been constructed before the tenth day of September A.D. 1853 and which has since been constructed and built including the right of way and the land occupied thereby together with all the superstructure and tracts thereon and all the iron, timber, materials, furniture and property purchased by said Company for the construction and equipment of the said road and branches. All Depot and Station grounds and the buildings thereon, bridges, viaducts, culverts, fences, engines, tenders, cars, tools and machinery materials and other personal property acquired by the said Company and upon or used specifically or specially in the operation and management and control, and maintainance of the said Rail Road of the said Company west of the Illinois river together with all the revenues and earnings derived or to be derived therefrom and all the rights and privileges of said Company of, in and to and concerning the same. The property hereby sold being only that part of the road embraced in said mortgage and the franchises and rights attached thereto in accordance with the terms of said mortgage and the acts of the Legislature by the authority of which the said mortgage was made and the terms of said decree together with the hereditaments and appurtenances to the same belonging or in anywise appertaining.

To Have and to Hold the same and all and singular the said premises above mentioned and described and hereby granted and conveyed or intended to be so unto the parties of the second part their survivor or survivors or to the assigns of them or the survivors of them and the heirs of the survivor of them to the only proper use and benefit and behoof of the said parties of the second part, survivors or assigns or heirs as aforesaid

In witness whereof the said J. T. Moulton master as aforesaid has hereunto set his hand and seal the day and year above written at Chicago Illinois

J. T. Moulton [Seal]
Master in Chancery United States
Circuit Court Northern District of Illinois

Witness
W. Fliegn
Philip A. Hoyne

State of Illinois }
County of Cook } ss.
City of Chicago }

I, Philip A. Hoyne a notary public in and for the said City in the State aforesaid, do hereby certify that J. Tilden Moulton, Master in Chancery of the United States Circuit Court for the northern District of Illinois who is personally known to me to be the same person whose name is subscribed to the foregoing deed appeared before me this day And acknowledged that he as such master as aforesaid signed, sealed and delivered the said in-

strument of writing as his free act and deed for the uses and purposes therein mentioned

Given under my hand and notarial seal this twenty second day of November in the year of our lord one thousand Eight hundred and sixty two.
(L. S.) PHILIP A. HOYNE
Notary Public

STATE OF ILLINOIS } ss.
KNOX COUNTY }

I, John H. Lewis Clerk of the Circuit Court and ex officio Recorder within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing and certificate thereto attached are truly Copied from the records of my office, as the same appears of record in my office in Vol. 55 of deeds Pages 489—490 and 491.

Witness my hand and seal of office at Knoxville in said County this 22nd day of February A.D. 1864 JOHN H. LEWIS Cir Clk and Rec
(Seal) Per SAMUEL L. CHARLES Dep Clk

Recorded in Illinois:
Kane County, February 23, 1863, Book 55, Page 489.
Peoria County, October 11, 1872, Book O.B., Page 4.
Knox County, October 15, 1872, Book 90, Page 606.
Warren County, November 11, 1872, Book 57, Page 248.
Henderson County, December 18, 1872, Book 27, Page 303.

ARTICLES OF ORGANIZATION
PEORIA & BURLINGTON RAIL ROAD COMPANY
March 8, 1864.

STATE OF ILLINOIS:

Be it remembered & certified that on the Eighth day of March in the year of our Lord One Thousand Eight Hundred & Sixty Four at the hour of Twelve o'clock at noon of the said day at the office of the Chicago, Burlington & Quincy Rail Road Company in the city of Chicago in said State was holden a meeting of all the stockholders or parties interested in & owning that part of the Peoria & Oquaka Rail Road situated & lying & being west of the Illinois River, consisting of all the original purchasers of the same at the Masters Sale under & in virtue of a decree rendered by the Circuit Court of the United States in & for the Northern District of Illinois in a cause wherein James T. Soulter & David Hoadly trustees for bondholders were complainants & the Peoria & Oquaka Rail Road Company & many others were defendants which said sale was made on the twentieth day of October A.D. 1862 & of such other parties as they have associated with them under & in accordance with the provision of an Act of the Legislature of the State of Illinois to enable the purchasers of the West End of the Peoria & Oquaka Rail Road sold under mortgage deeds of Trust or otherwise to become a corporation duly approved on the 10th day of June 1863—which said original parties were Sidney Bartlet, Nathaniel Thayer & John W. Brooks which said parties associated with them were John Van Nortwick, Amos T. Hall, Edward J. Hale, Francis H. Peabody, John N. Dennison, & James F. Joy.

And be it further certified & remembered that the said meeting was held in pursuance of a call for the same fixing the time & place thereof in writing signed by all of the said stockholders or parties in interest—& that at the said meeting all of the said parties were represented either by themselves in person or by their proxy & that John Van Nortwick, Amos T. Hall & James F. Joy were present in person & the remaining stockholders were present by their proxy James F. Joy duly authorized, & that at the said meeting the said Van Nortwick was chosen President thereof, & the said Amos T. Hall was appointed Secretary thereof—& that thereafter the said meeting proceeded to ballot for nine directors to constitute a Board of Directors for the year thereafter ensuing or until their successors should be duly elected & upon such balloting there were cast ten thousand votes representing ten thousand shares of stock & that all the said votes were cast for & in favor of each of the following named parties viz. Sidney Bartlet, Nathaniel Thayer, John W. Brooks, Edward J. Hale, Francis H. Peabody, John N. Dennison John Van Nortwick, Amos T. Hall & James F. Joy, who were therefore declared duly elected as such Directors & for such period of time.

And be it further certified that at the said meeting it was on motion Resolved that the name & designation of the company or corporation to be organized for the management of the said road & as a Board of Directors in & for which the said parties were elected as above stated should be the Peoria & Burlington Rail Road Company which name was then & there adopted as the name & designation of said corporation.

And further be it certified that at said meeting it was made to appear that the capital stock of & in the said property was ten thousand shares of one hundred dollars each & that number only & that of the said number of shares John Van Nortwick & Amos T. Hall owned each ten shares—James F. Joy owned fourteen shares—Edward J. Hale, Francis H. Peabody & John N. Dennison each owned ten shares & that Nathaniel Thayer, & Sidney Bartlet & John W. Brooks each owned Thirty Three Hundred & Twelve shares & that the said Thayer, Bartlet, Brooks, Peabody, Hall & Dennison had in writing & by their power of Attorney duly constituted the said James F. Joy their proxy to represent them & each of them & vote upon their shares at the said meeting.

And further be it certified that the said meeting was in accordance with the said call & was held by the terms thereof for the election of Directors & for the transaction of such other business as might come before it & that the said stock had been created by the said Bartlet, Thayer & Brooks the said purchasers by issuing to each of themselves individually & to said other parties who had become interested, certificates of stock signed by themselves jointly in shares of One Hundred Dollars each to the full amount of the interest held by each party & that the whole amount of said stock was One Million of Dollars & that the said call for said meeting & the certificate of the ownership of said stock duly signed by said Bartlet, Thayer & Brooks & the amount thereof—& the proxies or powers of Attorney to represent & vote upon the stock of the absent parties, as above stated given to said Joy, & the form of the stock certificates issued are

on file with the said Secretary of said meeting to be recorded with & upon the records of the Corporation to be organized by the said proceedings & the filing of these certificates.

In witness of all which things & statements the said stockholders have all of them hereto set their seals & signatures personally this the Twenty-third day of March A.D. 1864. & the said Peoria & Burlington Rail Road hath hereto annexed its corporate seal by J. W. Brooks, its President therto duly authorized.

SIDNEY BARTLETT (Seal)
J. W. BROOKS (Seal)
F. H. PEABODY (Seal)

THE PEORIA AND BURLINGTON RAILROAD
by J. W. BROOKS, *President* [SEAL]

The signatures of Messrs. Bartlett, Brooks, Peabody, Thayer, Denison & Hale, were witnessed by
EDW. L. BAKER
ELIJAH SMITH

N. THAYER (Seal)
J. N. DENISON (Seal)
E. J. HALE (Seal)

The Signatures of Messrs. Joy, Van Nortwick & Hall were witnessed by
CHAS. S. BARTLETT
HENRY I. HIGGINS

JAMES F. JOY (Seal)
JOHN VAN NORTWICK (Seal)
AMOS T. HALL (Seal)

At a meeting of the Directors of the Peoria & Burlington Railroad Co. held at Boston, Mass. the twenty third day of March 1864, it was

Voted, that J. W. Brooks, as President of this Company, be authorized to execute on behalf of the Company the certificate now presented to the board, to be filed with the Secretary of State, setting forth the organization of the corporation, the choice of Directors, and the other doings thereof, at the meeting of the Company, held on the eighth day of March, instant, at the office of the Chicago Burlington & Quincy Railroad Company in Chicago, affixing thereto the Corporate Seal.

[U. S. REVENUE STAMP]

A true copy from the records
Attest: J. N. DENISON
Secy.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } ss.

I, O. M. Hatch, Secretary of State, of the State of Illinois, do hereby Certify that the foregoing is a true copy of the Articles of Organization of the "Peoria and Burlington Railroad Company" this day filed and which are now on file in my office. In witness whereof I have hereunto set my hand, and affixed the Great Seal of State, at the city of Springfield, this twelfth day of April, A. D. 1864.

[U. S. REVENUE STAMP]
(Seal)

O. M. HATCH, *Secretary of State.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

(Present Company)

The present company was created June 24, 1864 by the Articles of Consolidation between the Peoria & Burlington Rail Road Company and the Chicago, Burlington and Quincy Rail Road Company, the Articles being filed with the Secretary of State of Illinois July 11, 1864.

This company continued until its corporate existence was extended from June 24, 1914, as a corporation under the General Laws of the State of Illinois relating to Railroads, by action taken pursuant to the provisions of an Act of the Legislature, approved June 7, 1911.

The first meeting of this company was held at Chicago, Illinois, June 24, 1864. The officers and directors of The Chicago, Burlington and Quincy Rail Road Company retained their respective offices.

This company was, from the date of its organization, the owner of the following railroad:

1. From a connection with the Pennsylvania Railroad (P. Ft. W. & C. Ry.) at the intersection of Stewart Avenue and West Fifteenth (15th) Place (now vacated) in the City of Chicago; thence southwesterly to Galesburg depot, a distance of one hundred and sixty-one and 48/100 (161.48) miles.

2. From a connection with the line last above described, at Aurora, Illinois, thence northerly to a connection with the Galena & Chicago Union Railroad (now Chicago and Northwestern) at Turner Junction, Illinois, a distance (first main) of 12.02 miles.

3. Peoria, Illinois, westerly via Galesburg to East Burlington, Illinois, a distance (first main) of 93.66 miles.

4. Yates City to Lewistown, 30.14 miles.

5. Quincy to Galesburg, 99.91 miles.

Total mileage owned, 397.21 miles, all in Illinois.

It also owned jointly with the Chicago and Northwestern Rail-

way Company a right of way and the tracks thereon extending from a connection with the St. Charles Air Line property at the west bank of the Chicago River, thence westerly to a connection with this company's main line in Depot Street west of Stewart Avenue, a distance of seventeen hundredths (0.17) miles.

(Lewistown-Rushville)

Of date April 25, 1868, in order to secure the construction of the extension from Lewistown to Rushville, this company executed a contract with James F. Joy, who acted as agent for the Chicago, Burlington & Quincy Railroad Company, whereby The Peoria and Hannibal Railroad Company conveyed to Joy all of its property, rights and franchises, the said Joy on his part agreeing to provide the means to construct and equip the road and afterwards to operate it.

By deed dated May 7, 1868, James F. Joy, Agent, conveyed the extension from Lewistown to Rushville to the Chicago, Burlington & Quincy Railroad Company.

Of date June 14, 1873 James F. Joy made a deed to the C. B. & Q. Company confirming its title to the Peoria and Hannibal property.

By lease dated March 15, 1899, for twenty-five years, The Peoria and Hannibal Railroad Company confirmed its conveyances of date November 4, 1861, and April 25, 1868, to the agents of the Burlington Company.

By deed dated June 1, 1899, this company confirmed its previous conveyances as above particularly set out, and conveyed its corporate rights and franchises to the Burlington Company.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to authorize the Chicago, Burlington and Quincy Railroad Company to take up that portion of its road between Batavia, in Kane county, and the Junction, in Du Page county, and to extend its railroad from such point in the town of Batavia, on its present line, to a point they may select, on the line of the Northwestern (late the Galena and Chicago Union) Railroad, Illinois.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the Chicago, Burlington and Quincy Railroad Company shall have power, and is hereby authorized to take up

and discontinue that part of its railroad lying between Batavia, in Kane county, and the junction with the Chicago and Northwestern (late the Galena and Chicago Union) Railroad, in Du Page county: *Provided,* it shall at the same time, or immediately thereafter, which it is empowered to do, extend, construct and maintain its railroad from such point on the present line, in the town of Batavia, as it may select, northwardly, *via* St. Charles, to a point on the Chicago and Northwestern (late the Galena and Chicago Union) Railroad, at such place east of Fox river, as said company may determine upon.

§ 2. The said Chicago, Burlington and Quincy Railroad Company, in the extension of its said railroad, and in the construction, operation and maintenance of such extension, shall have, possess and exercise all the powers, rights and privileges, immunities and franchises, now or at any time possessed, held or enjoyed by it during its existence under its charter, or amendments thereto, or by or under the laws of this State.

§ 3. This act shall be deemed a public act, and shall take effect and be in force from and after its passage.

APPROVED February 16, 1865.

Private Laws Illinois 1865, Vol. 2, Page 145.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to authorize the Chicago, Burlington and Quincy Railroad Company to extend its railroad from Aurora to Morris.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Chicago, Burlington and Quincy Railroad Company shall have power to extend, construct and maintain its railroad from Aurora, in Kane county, to Morris, in Grundy county, on such a route as it may select.

§ 2. The said Chicago, Burlington and Quincy Railroad Company, in the extension of its said railroad, and the construction, maintenance and operation of such extension, shall have, possess and exercise all the powers, rights, privileges, immunities and franchises, now or at any time possessed, held or enjoyed by it, during its existence under its charter, or amendments thereto, or by or under the laws of this State.

§ 3. This act shall be deemed a public act, and shall take effect and be in force from and after its passage.

APPROVED February 16, 1865.

Private Laws Illinois 1865, Vol. 2, Page 146.

THE JACKSONVILLE AND SAVANNA RAILROAD COMPANY

This company was created by a Special Act of the Illinois Legislature in force February 14, 1855, with authority to build a railroad from Jacksonville to Savanna, and to unite its railroad with any other railroad. Its organization was legalized by an act of the Legislature in force February 21, 1859. With C. B. & Q. aid, the company was able to grade and bridge its line from Yates City to a point four miles South of Canton (St. David) by August 24, 1861, with a track at Yates City connecting with the road of the Peoria and Oquawka Company, then in possession of and operated by the C. B. & Q. Company.

Of date November 4, 1861, The Jacksonville and Savanna Railroad Company made a contract with James F. Joy and J. W. Brooks (who acted in this transaction as the agents of The Chicago, Burlington and Quincy Rail Road Company), whereby the said Joy and Brooks became the purchasers of the right of way, roadbed and all other property of this company, and undertook in behalf of their principal to complete, equip and operate the line of railroad from Yates City to a point four miles south of Canton (St. David), where a connection was made with The Peoria & Hannibal Railroad.

Of date November 6, 1861, James F. Joy and J. W. Brooks by deed conveyed to The Chicago, Burlington and Quincy Rail Road Company all of the property of The Jacksonville and Savanna Railroad Company, and in this deed the Burlington Company agreed "to operate, control and own and manage the said railroad and all other rights under their said contract and purchase."

The line was completed to Canton May 2, 1862, and has always been operated by the Burlington Company.

ACT OF LEGISLATURE

Approved February 14, 1855.

AN ACT to incorporate the Jacksonville and Savanna Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, repre-*

sented in the General Assembly, That Franklin Farewell, Willard Dickerman, Thompson Maple, John W. Ingersoll and William Babcock, and their associates, successors and assigns, are hereby created a body corporate and politic, under the name and style of "The Jacksonville and Savanna Railroad Company," with perpetual succession; and by that name be and they are hereby made capable in law and equity to sue and be sued, plead and be impleaded, defend and be defended in any court of law and equity in this State, or any other place; to make, have and use a common seal, and the same to renew and alter at pleasure; and shall be and are hereby vested with all the powers, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act as hereinafter set forth; and said company are hereby authorized and empowered to locate, construct and finally complete a railroad from the city of Jacksonville, by the way of Liverpool and Canton, to the town of Savanna, on the Mississippi river; said railroad to be laid out and constructed by the most direct and eligible route from the said city of Jacksonville to the said city of Savanna, and for this purpose said company are authorized, upon the most eligible and direct route, to lay out their said road, not exceeding one hundred feet in width, through the whole length, and for the purpose of cuttings, embankments, stone and gravel may take as much more land as may be necessary for the proper construction of and security of said railroad.

§ 2. The capital stock of said company shall consist of two millions of dollars, to be divided into shares of one hundred dollars each. The immediate government and direction of said company shall be vested in seven directors, who shall be chosen by the stockholders of said company in the manner hereinafter provided, who shall hold their offices for one year after their election and until others shall be duly elected and qualified to take their places as directors; and the said directors, a majority of whom shall form a quorum for the transaction of business, shall elect one of their number to be the president of the company; that said board of directors shall have power to appoint all necessary clerks, secretary, treasurer and other officers necessary in the transaction of business of said company.

§ 3. The said corporation are hereby authorized by their agents, surveyors and engineers, to cause such examinations and surveys to be made of the ground and country between said city of Jacksonville and the said city of Savanna as shall be necessary to determine the most advantageous route for the proper line or course whereon to construct their said railroad; and it shall be lawful for said company to enter upon and take possession of and use all such lands and real estate as will or may be necessary for the construction and maintenance of said railroad, its depots, side tracks, water stations, engine houses, machine shops and other buildings and appendages necessary to the construction and working of said road: *Provided,* that all the land or real estate entered upon or taken possession of and by said corporation, for the purpose and accommodation of said railroad, or upon which the site of said railroad shall have been located or determined by the said corporation, shall be paid for by said company, in damages, if any be sustained by the owner or owners thereof,

by the use of the same for the purposes of said railroad; and all lands entered upon and taken for the use of said corporation which are not donated to said company, shall be paid for by said corporation, at such price as may be mutually agreed upon by the said corporation and the owner or owners of such lands, and in case of disagreement the price shall be estimated, fixed and recovered in the manner provided for taking lands for the construction of public roads, canals or other public works, as prescribed by the act concerning the right of way, approved March 3, 1845, or according to the provisions of an act entitled "An Act to amend the law condemning the right of [way] for purposes of internal improvement," approved June 22, 1852.

§ 4. If any person shall wilfully, maliciously or wantonly and contrary to law obstruct the passage of any car on said railroad, or any part thereof, or anything belonging thereto, or shall damage, break or destroy any part of the said railroad, or implements or buildings, he, she or they, or any person assisting, shall forfeit and pay to said company for every such offence treble the amount of damages that shall be proved before any competent court shall have been sustained, and be sued for in the name and behalf of said company, and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment in the same manner as other indictments are found in any county or counties where such offense shall have been committed, and upon conviction every such offender shall be liable to a fine not exceeding five thousand dollars, for the use of the county where such indictment may be found, and may be imprisoned in the county jail for any time not exceeding six months, at the discretion of the court.

§ 5. The time for holding the annual meetings of said company for the election of directors shall be fixed and determined by the by-laws of said company; and at all meetings each stockholder shall be entitled to a vote, in person or lawful proxy, one vote for each share of stock he, she or they may hold *bona fide* in said company, upon which all installments called have been paid.

§ 6. Franklin Farewell, Willard Dickerman, Thompson Maple, John W. Ingersoll and William Babcock are hereby appointed commissioners, who, or a majority of whom, after a meeting duly called by twenty days' notice in newspapers published in Fulton and Morgan counties, are hereby authorized to open subscription books for said stock, at such places as they may deem proper, and keep said books open until one thousand dollars of said capital stock shall be taken. Said commissioners shall require each subscriber to pay ten dollars on each share subscribed at the time of subscribing; the said commissioners shall immediately thereafter call a meeting of stockholders, by giving thirty days' notice in some newspaper printed in the counties of Fulton and Morgan, and at such meeting it shall be lawful to elect the directors of said company; and when the directors of said company are chosen, the said commissioners shall deliver said subscription books, with all sums of money received by them as commissioners to said directors. No person shall be a director in said company unless he shall own at least four shares of the capital stock.

§ 7. That the right of way and the real estate purchased for the right of way by said company, whether by mutual agreement or otherwise, or which shall become the property of said company by operation of law as in this act provided, shall upon the payment of the amount of money belonging to the owner or owners of said land as a compensation for the same, become the property of said company in fee simple.

§ 8. The said corporation may take and transport upon said railroad any person or persons, merchandise or other property, by the force and power of steam or animal or any combination of them, and may fix, establish, take and receive such rates of toll for all passengers and property transported upon the same, as the said directors shall from time to time establish; and the directors are hereby authorized and empowered to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, which is hereby declared personal property, and transferable in such manner as shall be provided by the by-laws and ordinances of said company.

§ 9. In case of death or removal of the president, vice president, or any director, at any time between the annual elections, such vacancy shall be filled for the remainder of the year, whenever they may happen, by the board of directors; and in case of absence of the president and vice president, the board of directors shall have power to appoint a president *pro tempore,* who shall [have] and exercise such powers and functions as the by-laws of said corporation may provide; in case it should at any time happen that an election shall not be made on any day on which in pursuance of this act it ought to have been made, the said corporation shall not for that cause be deemed dissolved, but such election shall be held at any time directed by the by-laws of said corporation.

§ 10. That when the lands of any *femme covert,* person under age, *non compos mentis,* or out of the State shall be taken in the construction of said railroad, as is provided by this act, the said corporation shall pay the amount that shall be awarded as due to the last mentioned owners respectively, whenever the same shall be lawfully demanded, together with six per cent. per annum. That the damages to be paid by said company for the taking of the land of the persons named in this section shall be estimated and assessed in the manner now in such cases provided by law.

§ 11. Whenever it shall be necessary for the construction of said railroad to intersect or cross a track of any other railroad, or any stream of water or water course, or road or highway on the route of said road, it shall be lawful for the company to construct their railroad across or upon the same: *Provided,* that the said company shall restore the railroad, stream of water, water course, road or highway thus intersected or crossed to its former state, or in a sufficient manner not materially to impair its usefulness.

§ 12. Said company shall have the power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed within this State on the line of said railroad, or at the terminus thereof,

upon such terms as may be mutually agreed upon between the companies so connecting, and for that purpose full power is hereby given to said company to make and execute such contract with other company as will secure the objects of such connection.

§ 13. That the said Jacksonville and Savanna Railroad Company shall have power to borrow money on the credit of the company, not exceeding its authorized capital stock, at a rate of interest not exceeding ten per cent. per annum, payable semi-annually, and may execute bonds therefor, with interest coupons thereto annexed, and secure the payment of the same by mortgage or deed of trust on the whole or any part thereof of the road, property and income of the company then existing or thereafter to be acquired, and may annex to such mortgage bonds the privilege of converting the same into the capital stock of the company at par, at the option of the holders, if such election be signified in writing to the company three years before the maturity of said bonds.

§ 14. That the directors of said company be and they are hereby authorized to negotiate and sell the bonds of the said company at such times and in such places, either within or without this State, and at such rates and for such prices as in their opinions will best advance the interests of the company; and if such bonds are thus negotiated or sold at a discount below their par value, such sale and disposition thereof shall be as valid and binding on the company in every respect as if they were sold or disposed of at their par value.

§ 15. That the said company in securing the payment of said bonds by a mortgage or deed of trust on the road, property and income of the company, shall have power to execute a mortgage or deed of trust as aforesaid, to secure the payment of the full amount of bonds which the company may, at time the said deed of trust or mortgage bears date, or at any time thereafter, desire to sell and dispose of, and may execute and sell from time to time, such amounts of said bonds, and of such dates, and payable to such person or persons as to the directors of said company may seem advisable, till the whole amount of bonds mentioned in such mortgage or deed of trust is executed and sold, and the said mortgage or deed of trust shall be as valid and effectually to secure the payment of the bonds so executed and sold, and of every part thereof, as if the same and every part thereof had been executed of even date with said deed of trust or mortgage: *Provided,* said road shall be commenced within four years and completed within eight years from the passage of this act.

§ 16. This act to be in force from and after its passage.

Approved February 14, 1855.

Private Laws Illinois 1855, Page 356.

ACT OF LEGISLATURE

Approved February 9, 1857.

AN ACT to amend the charter of the Jacksonville and Savanna Railroad Company.

Section 1. *Be it enacted by the People of the State of Illinois, repre-*

sented in the General Assembly, That so much of the Peoria and Warsaw Railroad as was constructed by the State, lying between Canton and Farmington, in the county of Fulton, including grading, embankments, culverts, rights of way, and masonry, be and the same is hereby transferred to and vested in the Jacksonville and Savanna Railroad Company.

§ 2. That said Jacksonville and Savanna Railroad Company are hereby authorized to enter upon and take possession of the line of road specified in the first section of this act, and erect and complete their road thereon; and that upon the location of the said Jacksonville and Savanna Railroad along and upon the line of said Peoria and Warsaw road before described, all or any public road or highway used, located or established thereon, shall be taken and esteemed as vacated and annulled.

§ 3. This act to be in force from and after its passage.

APPROVED February 9, 1857.

Private Laws Illinois 1857, Page 304.

ACT OF LEGISLATURE

Approved February 16, 1857.

AN ACT to amend the charter of the Jacksonville and Savanna Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That said Jacksonville and Savanna Railroad Company are hereby empowered and authorized to continue the line of its road from Savanna to the city of Galena, on the most passable and practicable route; and shall have, for that purpose, all the rights, powers and privileges that are granted to said company in its said charter; and said line of road, from Savanna to Galena, shall be and become a part and portion of said Jacksonville and Savanna Railroad, and shall be constructed, erected, equipped and operated as such.

§ 2. Said Jacksonville and Savanna Railroad Company are hereby authorized to construct their said road along, upon and across any line of railroad heretofore located and constructed, in whole or in part, by the State, lying between said town of Savanna and city of Galena, and that all the grading, bridging, masonry and right of way done or owned thereon shall, upon such location, be vested in said Jacksonville and Savanna Railroad Company: *Provided,* however, that should said grading, work, masonry, bridging and right of way be appropriated by any other railroad company, having authority to do so, before the location by said Jacksonville and Savanna Railroad Company of its road on, along and over such work, grading, bridging, and masonry, then the right of said Jacksonville and Savanna Railroad Company thereto shall cease.

§ 3. This act shall take effect and be in force from and after its passage.

APPROVED February 16, 1857.

Private Laws Illinois 1857, Page 859.

ACT OF LEGISLATURE

Approved February 21, 1859.

AN ACT to further amend the charter of the Jacksonville and Savanna Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the Jacksonville and Savanna Railroad Company, as the same is at present organized under the provisions of an act entitled "An Act to incorporate the Jacksonville and Savanna Railroad Company," approved February 14th, 1855, is hereby declared to be legally organized; and said company shall not only have the rights, powers and privileges conferred by said act, but in addition thereto, shall have power and authority to have, receive, hold, sell and dispose of any donations of real and personal property, for the use of said company, and to acquire, by purchase, and hold any real or personal property for the use of said company, in constructing or operating said railroad, or to sell the same, if found not necessary or proper to be retained for that purpose.

§ 2. The board of directors of said company shall have power, from time to time, to open subscription books, in which to fill up subscriptions to the capital stock of said company. And may obtain subscriptions, by agents or otherwise, to any amount or amounts not exceeding three millions of dollars; and it shall be lawful for the said board to require payment of the sum or sums subscribed to said capital stock, at such times and in such proportions, and on such conditions and from such stockholders as they shall deem fit, under the penalty of the forfeiture of all previous payments thereon, and shall give notice of the payments thus required as herein provided for.

§ 3. The said Jacksonville and Savanna Railroad Company shall have power to issue its bonds in sums not less than five hundred dollars for each bond, bearing interest at not exceeding ten per cent. per annum, for such amount as may be necessary to construct, complete, equip and put into full operation the whole or any part or parts of its said road from Jacksonville, in Morgan county, by Liverpool and Canton, in Fulton county, to Savanna, in Carroll county, and, also, to Galena, in Jo Daviess county; and to sell said bonds at above or below par, and on such terms as said company may determine or agree on; and said company shall never interpose the plea of usury in any action upon any of said bonds, even though they should be sold below par, within or without the limits of this State.

§ 4. Said company shall have power to mortgage or make deeds of trust on all or any part of the property or franchises owned by said company, to secure the payment of such bonds as said company may issue or such sums of money as said company agree to pay, for any purposes connected with the construction or operation of the railroad aforesaid; and it may be provided in said deed of trust or mortgage, or in any contract that the board of directors of said company may make for the sale of said bonds, or for the purchase of rails, or other materials for constructing said road, or for rolling stock; that all or any part of the net revenue of said railroad shall be inevitably pledged and exclusively assessed, annually, or

semi-annually, to the payment of the principal and redemption of said mortgage, bonds or any part thereof; and all such contracts shall be legal and binding.

§ 5. The said company shall [have] power, from time to time, to make and ordain such rules and by-laws, and alter and amend the same, as may be necessary for the government of the company, its servants and agents; and the certificate of the secretary or principal clerk of said company, under the seal of said company, shall be received in all courts and places as evidence of said rules and by-laws, the appointment of agents or officers, or any order of said company, and also of the due organization thereof: *Provided,* that the board of directors of said company may make one by-law which shall be irrepealable by said board, to wit: a by-law providing that a majority of two-thirds of the directors of said board shall be residents of the counties through which the line of said road passes, and that a change of the residence of any director from the counties on said line shall, of itself, make the office of such director vacant, which vacancy shall be filled as in other cases; and after the adoption and entering of said by-law upon the minutes of the proceedings of said board by the secretary of the company, the same shall become and remain in full force until repealed by the General Assembly.

§ 6. When said company shall have decided to unite its road with any other railroad authorized to be built, but not completed, the said company may make such contract in regard to the building of said road, at the joint expense of the two companies, as to them may seem just and equitable.

§ 7. Said company shall have power to consolidate or otherwise unite its railroad or its railroad property and franchises with the property, franchises, and railroad of any other railroad company or companies, now constructed, or which may hereafter be constructed within this State, on the route or at either terminus of said railroad, upon such terms as may be mutually agreed upon between the companies so connecting; and full power is hereby given to said company to make and execute such contracts with any other company or companies as will secure the objects of such consolidation or connections.

§ 8. The said company is hereby authorized to receive subscriptions to the capital stock of the company, payable at any time or in any manner that may be specially agreed upon by the company and the subscribers thereof; and said agreement may bear such interest as may be contracted for; and for securing the payment of the same the said company may take the bond or bonds of said subscriber or subscribers, and a mortgage or mortgages, deed or deeds of trust, upon real estate. Upon a failure to pay any sum or sums of money agreed to be paid, as aforesaid, or the interest on the same, as the same may accrue, the said company may foreclose such mortgage or mortgages, or sell and convey the real estate, agreeably to the provisions of said deed or deeds of trust. The bonds or mortgages or deeds of trust, herein provided for, may be assigned or transferred by the said company, and such assignment shall vest in the assignee or assignees the legal title thereto.

§ 9. The said company may, if it deems it advisable, locate, construct,

fully complete and operate said road, or any part or parts thereof, by or in divisions of such length, and with such names or numbers as may, by order of the board of directors, be determined upon.

§ 10. Said company is authorized to build a railroad bridge across the Illinois river, at or near Liverpool, leaving a sufficient draw and space for the safe passage of steamboats and other river craft, and not making any material obstruction to the navigation of said river.

§ 11. The said company shall carry and transport the mail of the United States, on such terms as may be agreed upon, and all such freights and passengers as may be offered, if required so to do, on the terms usual with like railroad companies.

§ 12. That the board of directors are hereby authorized to make and issue calls for the payments of stock that have been or may hereafter be subscribed to the capital stock of the company, in such manner, at such time and in such localities as may, in the opinion of the board of directors or a majority thereof, be for the best interests of the company, or as may be agreed upon between the subscribers and the company.

§ 13. That the board of directors of said company, or a majority thereof, are hereby authorized to accept this act, and the same and all the provisions thereof shall be in force and become binding upon said company and the stockholders thereof, and all other persons or corporations, whenever the same is accepted by the said board of directors, or by a majority thereof, by vote duly entered on the records of said company.

§ 14. This act, as also the original charter of said company and the acts amendatory thereto, shall be deemed public acts, and shall be so received and taken notice of in all courts.

§ 15. This act to take effect and be in force from and after its passage.

APPROVED February 21, 1859.

Private Laws Illinois 1859, Page 466.

DEED, November 4, 1861, The Jacksonville and Savanna Railroad Company to J. W. Brooks et al.

This Indenture, made and entered into this fourth day of November A. D. 1861 between the Jacksonville and Savanna Railroad Company of the first part and J. W. Brooks of Boston, Massachusetts, and James F. Joy of Detroit, Michigan, of the second part, *Witnesseth,* That Whereas the said party of the first part, has been engaged in the construction of a Railroad a portion of which lies between the Peoria & Oquawka Railroad at Yates City and Canton in Fulton County and point about four Miles South of Canton and, *Whereas* the said first party has been unable to furnish and complete any part of said road and *whereas* the said road as an investment is probably utterly without value but some portion of the same in connection with a road extending to Lewistown may be of some value to another Railroad Company with which it may be connected by contributing to its business and is of great value to the locality in which the same is situated, *And Whereas* the said second parties have been induced by these, among

other considerations to undertake to complete the construction of that part of said road between the Peoria & Oquawka Railroad and the point of intersection with the Peoria & Hannibal Railroad about four miles South of Canton and for the compensations and in consideration of the covenants herein contained and made by the said first party to be by it done and performed. *Therefore* it is agreed by the said first parties that they have hereby sold, granted, bargained, sold & conveyed & do hereby sell, grant, convey & transfer to the said second parties all the said railroad Iron, chairs & spikes, owned by said first parties being 6271 bars of Railroad Iron weighing one thousand & one tons or thereabouts, 7200 chairs, 400 casks of spikes all at Liverpool except about five hundred tons of iron which is in Chicago, also all the ties owned by the said first party, being about Seventy Thousand and all the timber & materials of every description & owned by the said first party, also all the bonds of the said first party issued under a trust deed executed by the said party of the first part to Mess. Studwell & Hooker & being in amount One Million of Dollars to have and to hold the same unto the said parties of the second part their heirs & assigns forever. *In consideration Whereof* & of other things herein expressed, the said parties of the second part covenant & agree to & with the parties of the first part that they will with the said materials hereby conveyed & with the materials by them to be furnished, finish & complete & put in running order all that portion of the road of the said first party extending from Yates City to the point of intersection with the Peoria & Hannibal Railroad about four miles South of Canton & will either themselves furnish equipment & Rolling Stock to operate & manage the same & also operate & manage & run the same or else they will obtain from the Chicago & Burlington & Quincy Railroad Company an obligation or a contract on their part to furnish such equipments & rolling stock & to operate & manage & run the same. And the said second parties covenant & agree to furnish all the money requisite to complete the said road & to complete the same in all the month of May next & as much earlier as may be conveniently practicable. And the said parties of the second part covenant & agree to pay to Amos C. Babcock & F. Farrell the sum of ten Thousand dollars which they are to receive in full payment of their claims against the property hereby conveyed. And the parties of the first part covenant & agree that the said second parties their heir & assigns shall & may enter into & hold & possess the said road so to be completed by them & receive the revenue and income thereof applying the same after deducting an expense of repairs, operation & management, to the payment of the interest upon the said Bonds hereby sold & conveyed to the said parties of the second part & shall hold & possess & use the same until the said Bonds & interest & principal shall be fully paid & satisfied by the said party of the first part. It is expressly agreed however that when the ten bonds which it is understood have been given to the trustees shall be surrendered to the said first party or to the said second party that then and not otherwise all of the said Bonds shall be canceled, except bonds in principal amounting to Five hundred thousand dollars & that no other bonds shall ever be issued under the said Mortgage and that in that case, that amount of Bonds shall

constitute the whole incumbrance upon the road, but that unless the said bonds are surrendered & given up that then the said second parties shall own and have the right as owners to enforce the whole amount of said Bonds. It is further understood & agreed that in case the said ten bonds shall be delivered up by the said trustees & there should be a foreclosure & sale under the said deed of Trust by a reason of any default in the payment of interest the said second parties shall if they then hold the said bonds & become the purchasers at said foreclosure sale, release all of said railroad except that portion which they hereby covenant to build. And it is further agreed by the said party of the first part that the president of the said first party shall immediately proceed to New York & negotiate for the recovery of the said ten bonds & that there shall be no charge against the said second parties except for his expenses & the cost of said Bonds, said cost to be limited by instruction from the said second parties. And the said first parties further covenant and agree that they will procure and complete the title to all the right of way on the said line of road covenanted to be built by the said second parties at a sum, which shall not exceed thirteen hundred and fifty dollars. And the said party of the first part covenants & agrees that the said parties of the second part shall have the right whenever necessary or expedient in any suit or legal proceedings to use the corporate name of the said party of the first part, but at the proper cost & expense of the said party of the second part.

In Witness Whereof the Jacksonville & Savanna Railroad Company have caused their corporate seal to be herewith affixed and the same to be subscribed by their president and the said parties of the second part have hereunto set their hands and seals the day and year first above mentioned.

Jacksonville and Savanna Railroad Company
by JAMES H. STIPP Presd.
(Seal) J. W. BROOKS (Seal)
JAMES F. JOY (Seal)

STATE OF ILLINOIS } ss.
COUNTY OF COOK. }

Be it remembered that on this Fifth day of November A. D. 1861 before me a Notary Public residing in said County of Cook duly commissioned by the Governor of Illinois to take acknowledgements and proof of Deeds and other instruments of writing under seal to be used or recorded in said State of Illinois personally came James H. Stipp, President of the Jacksonville and Savanna Rail Road Company who is known to me to be the person whose name is subscribed to the foregoing conveyance who being by me duly sworn deposes and says that he resides in—in the County of Fulton and State of Illinois. That he is president of the Jacksonville & Savanna Rail Road Company. That he knows the corporate seal of said Company. That the seal affixed to the foregoing conveyance is the corporate seal of said company. That it was affixed by order of said Company and he signed his name to said conveyance by like order as President of said Company and acknowledged that he executed and delivered the said

deed as his free and voluntary act for the uses and purposes therein set forth and that the said Company also executed and delivered said conveyance as its free and voluntary act for the uses and purposes therein stated. *In witness whereof* I have hereunto set my hand and affixed my seal of office this Fifth day of November A. D. 1861.

SAML C. SMITH
(Seal) *Notary Public*

I, Israel S. Piper, Secretary of Jacksonville and Savanna Railroad Company do hereby certify that the foregoing and above contract was approved by the board of Directors and ordered to be placed on the records of the Company on the 5th day of December A. D. 1861 and said contract has been duly recorded on the record of said company. Given under my hand and the seal of the Company this 14th day of December A. D. 1861.

ISRAEL S. PIPER
(Seal) *Secy.* J. & S. R. R. Co.

Recorded December 17th, 1861.

Fulton County, Book 52, Page 497.

STATE OF ILLINOIS, }
FULTON COUNTY. } ss.

I, Eugene Whiting, Clerk of the Circuit Court and Ex-Officio Recorder in and for said County of Fulton, do hereby certify that the foregoing is a true and correct copy of the record of a conveyance from Jacksonville and Savanna Railroad Company to J. W. Brooks and James F. Joy bearing date of November 4th, A. D. 1861; the said instrument having been filed for record in the Recorder's Office of said Fulton County on the 17th day of December, 1861, bearing Serial Number 36577, and being recorded in Book 52 of the Land Records of said Fulton County at page 497, as the same appears upon the records now in my office remaining.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the official seal of my office this 26th day of January, A. D. 1917, at the office of the Clerk of the Circuit Court, within and for the County of Fulton, State of Illinois, at Lewistown.

EUGENE WHITING,
Clerk of the Circuit Court and
Ex-Officio Recorder.

(Seal)

DEED, November 6, 1861, J. W. Brooks and James F. Joy to The Chicago, Burlington and Quincy Rail Road Company.

Whereas, J. W. Brooks of Boston, Massachusetts, and James F. Joy of Detroit, Michigan, parties of the first part to the following indenture, have made and entered into certain contracts with the Peoria and Hannibal and the Jacksonville and Savannah Railroad Companies, whereby they have become the purchasers of all that part of the railroad of the Peoria

and Hannibal Railroad Company which lies between Canton in the State of Illinois and Lewiston in said State, subject to a mortgage of one hundred and twenty-five thousand dollars, and have purchased the bonds issued under said mortgage, and have also thereby become the purchasers of all the mortgage bonds issued upon the Jacksonville and Savannah Railroad under the trust deed of said road, and also the right to use, occupy, and possess and operate the same until the said bonds are fully paid; meaning and intending by such use, occupation, and management, the use, management, and possession of all that part of said road extending south from the Peoria and Oquawka Railroad at Yates City to the point of intersection with the Peoria and Hannibal Railroad about four miles south of Canton, all of which appears by certain indentures between said Brooks and Joy, said respective corporations bearing date the *fourth* day of November, A. D. 1861; to which reference is to be had.

And whereas, they have in said arrangement and agreement thus become the possessors and the owners of a portion, and in consequence of the mortgage described in said indenture the probable future owners of the whole, of the continuous railroad south of Yates City, extending thirty miles to Lewiston, nearly all of which is graded and much of it bridged, and for which nearly all the iron chairs and spikes are provided and in Illinois, and for which are provided all the timber and materials.

And whereas, they have also become thereby the owners of about one hundred thousand ties, being about thirty thousand more than is requisite for the completion of said thirty miles of road.

And whereas, the said Brooks and Joy have agreed to advance for the construction of said road and pay of liabilities upon said road certain amounts of money, and furnish railroad iron enough to lay four miles of track with rail weighing not less than fifty pounds to the lineal yard.

And have agreed to furnish in money forty-two thousand and sixty dollars to complete the construction of the said road, and which, it is estimated by the officers and engineers of the Chicago, Burlington and Quincy Railroad Company, will suffice to complete the same.

And whereas, the same arrangements were made with the design and intent of securing an additional thirty miles of road for that company if they should desire to become purchasers thereof.

Now, therefore, this indenture, made and entered into by and between the said John W. Brooks and James F. Joy of the first part, and the Chicago, Burlington and Quincy Railroad Company of the second part, this the *sixth day of November, A. D. 1861*, witnesseth:—

That the said parties of the first part do hereby covenant and agree to and with the said second party to sell and convey and transfer to the said second party all the right, title, and interest by them, the said first party, acquired under the said contracts, and also the said parcels of railroad and the depot grounds and right of way, and all the appurtenances and privileges thereto appertaining, and all the iron, chairs, and spikes already purchased or hereafter to be purchased for the completion of said parcels of road, and all the timber, ties, and the other material above mentioned and described, and do hereby give, grant, and convey the same to the Chi-

cago, Burlington and Quincy Railroad Company, its successors and assigns. *To have and to hold* and operate and manage the same as they may see fit and prefer; subject, however, to the arrangements, stipulations hereinafter expressed, to be carried out and performed by the said second party, and reserving to the said first party the said one hundred and twenty-five thousand dollars of bonds, and which bear interest at eight per cent per annum, payable semi-annually in New York, and five years from November fourth, 1861, to run to maturity.

And the said Brooks and Joy further covenant and agree on their part that they will furnish the requisite iron as above described to lay the four miles of road which it is estimated will be required to complete the same, and also forty-two thousand and sixty dollars ($42,060) required as estimated to complete the said road to Lewiston in order for the equipment and operation of said road from Lewiston to Yates City, as fast as the same may be required to complete the said railroad and put the same in a condition for use.

And they covenant further at any time to give such other covenants, assurances, and such further or other conveyance, transfer, or deed as may at any time be requisite in the opinion of the counsel of the second party to secure to it all the rights possessed by the first party to operate, control, and own and manage the said railroad and all other their rights under their said contract and purchase.

And the said party of the second part on its behalf covenants and agrees, to and with said parties of the first part, that it will enter into and upon the said railroad extending from Yates City to Lewiston, and occupy and possess and operate and manage the same. That as soon as the same is completed and in running order to Lewiston, they will put upon the same the requisite motive power and rolling stock for the operation and management and the transaction of the business of said railroad from Lewiston to Yates City on the Peoria and Oquawka Railroad, and will assume the duty to, and will continue to operate, manage, and control the same as their own property, and will assume the obligations and liabilities incurred by the said Brooks and Joy, except as herein agreed by them on their part.

And the said second party further covenants and agrees that complete and full accounts shall be kept of all the business transacted upon the said road hereby conveyed, and also of all the business which may pass over the whole or any part of the line of roads now or hereafter owned and controlled or to be owned or controlled by it, including the track of the Galena road from the junction to Chicago, to and from the said road hereby sold and conveyed to the said second party, and after deducting fifty per cent of the gross earnings and proceeds of said business for the expense of doing the same, and for the use of its equipments and rolling stock, to apply and pay over the remaining fifty per cent of said gross earnings to the redemption and payment, first of the interest, and second of the principal sums, of the said bonds issued under the said trust deed for one hundred and twenty-five thousand dollars, and that the accounts of the said business and revenues shall be open to the examination and inspection of the said parties of the first part and their assigns at all times.

It is understood that the above-named fifty per cent retained by the party of the second part for the use of rolling stock and operating expenses is applicable only as relating to the payment of the interest and principal of the said $125,000 of bonds, and is in no sense to be taken as or instead of the real cost of operating, accounts of which for other purposes must be correctly kept.

And the said second party further covenants and agrees that the accounts of said business and of the revenues thereof shall be made up at the close of every six months, viz., on the last days of April and of October in each year, and the portion applicable to the payment of the interest and principal of the said bonds shall on the first days of May and November in each and every year be applied to the payment thereof, and shall be paid at the place where the principal and interest of said bonds are payable, so far as may be necessary for the payment of the interest, and at the office of said second party in Boston, so far as the amount which may be applicable to the payment of the principal sums is concerned; it being understood that the bondholders are to arrange among themselves the order in which said bonds shall be paid, and if no such arrangement be made, then the said second party shall pay and apply the same to take up such and any of said bonds as may be presented at said office to the extent of the money so applicable, except that it shall not be required to pay any fraction of the amount of a bond, there being insufficient to pay the whole amount thereof.

And the said second party further covenants and agrees that the payments so to be made shall continue to be made each six months until the whole amount of the said one hundred and twenty-five thousand dollars of bonds shall be fully paid and satisfied.

And further, that as between the said two parties hereto and the holders of said $125,000 of bonds, the whole of said railroad between Yates City and Lewiston, and all the property and estate of every nature and kind hereby conveyed, shall stand and be charged with the payment thereof as security in the nature of a mortgage until the whole of said amount is fully paid and discharged.

And the said first parties agree that for any possible excess in the cost of completion of said road, as estimated by the president and engineers of the said second party, but which is not anticipated, the said second party shall have and use and own all the said thirty thousand surplus ties and all surplus materials and timber along the line and procured for the construction of said road; it being the intention and expectation of the parties to secure to the Chicago, Burlington and Quincy Railroad Company as far as may be, under their said contract, the ultimate ownership of thirty miles of railroad complete and extending into a fertile country, and of the materials accumulated for constructing the same, at a cost not exceeding the said sum of $125,000 or thereabouts, and payable out of the increased net earnings of that company occasioned by the construction of said thirty miles of railroad.

Note: It will be noted that this instrument bears no evidence of being *signed, acknowledged* or *executed,* and *Clerk finds no record in Fulton Co., Ills.*

SUPPLEMENTAL DEED, December 10, 1861, The Jacksonville and Savanna Railroad Company to John W. Brooks et al.

36578

THIS INDENTURE made and executed this tenth day of December A. D. 1861 by and between the Jacksonville and Savannah Railroad Company of the first part and John W. Brooks and James F. Joy of the second part, *Witnesseth*—Whereas by an indenture between the said parties bearing date of the fourth day of November last, the party of the second part covenants, among other things, to complete a portion of the road of the party of the first part and in said indenture it is covenanted and agreed that said party of the second part, shall receive certain bonds of said parties of the first part, secured by a mortgage of said road, and shall hold and manage said road, after its completion and apply all the net income thereof to pay the interest on said bonds, until the payment of both principal and interest of said bonds, *and whereas* in order to ascertain what had been, at any time, the net income of said road and so to determine whether any part of the interest, falling due on said bonds, remains to be paid will require a detailed examination of accounts and whereas it is the intention of both the parties, that if said party of the first part fails to pay said interest, when it falls due, the same as well as the failure to pay the principal at maturity shall constitute a default under said mortgage in no way affected by said agreement to apply the net earnings of said road as aforesaid and subjecting said mortgage to foreclosure. Now it is covenanted and agreed between the parties hereto, that the net earnings and profits of operating said road shall be deemed to be one quarter part of the gross earnings thereof. And as to business done in connection with other railroads the gross earnings shall be deemed to be a division thereof upon the principal of pro rata as to distances carried. And an account of all said gross earnings shall be kept by the party of the second or by the parties or corporation to whom they shall transfer the right to run said road, to periods of thirty days before each instalment of interest fall due upon said bonds, and the net earnings then ascertained shall be paid to the Trustees in conformity to the provisions of said Mortgage, ten days prior to the date when each instalment of interest falls due. And if any balance of the instalment of interest shall remain unpaid the non payment thereof by said corporation shall constitute a default under said mortgage. In case the said net earnings in any instance when the accounts thereof are made up as aforesaid shall exceed the instalment of interest on said bonds, next falling due the surplus may be retained by the party of the second part until the next succeeding instalment of interest shall fall due and then be paid over in manner as aforesaid.

In Witness Whereof the said Corporation has hereunto affixed its common seal and caused the same to be signed by James H. Stipp its President and the said Brooks and Joy have hereunto set their hands and seals the day and year first above written.

JAMES H. STIPP, President of

(Seal) the Jacksonville and Savanna Railroad Company

J. W. BROOKS. (Seal)

JAMES F. JOY (Seal)

JOHN F. STEIMER
W. BOOTT
A. T. HALL
to
Recorded Dec. 17th., 1861.

Fulton Co., Book 52, Page 502.

STATE OF ILLINOIS, } ss.
FULTON COUNTY. }

I, Eugene Whiting, Clerk of the Circuit Court and Ex-Officio Recorder in and for said County of Fulton, do hereby certify that the foregoing is a true and correct copy of the record of a certain Agreement between Jacksonville and Savanna Railroad Company and J. W. Brooks, et al., bearing date of tenth day of December, A. D. 1861; the said instrument having been filed for record in this office on the 17th. day of December, A. D. 1861, bearing serial number 36578, and being recorded in Book 52 of the Land Records of said Fulton County at page 502, as the same appears upon the records now in this office remaining.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the official seal of my office at Lewistown, Illinois, this 22nd. day of September, A. D. 1923.

EUGENE WHITING
Clerk of the Circuit Court and
Ex-Officio Recorder.

(Seal)

THE PEORIA AND HANNIBAL RAILROAD COMPANY

This company was originally incorporated by the name Macomb, Vermont and Bath Railroad Company by Special Act of the Illinois Legislature, in force February 11, 1853. This was amended, by an Act in force February 24, 1854, which changed the company's name to The Peoria and Hannibal Railroad Company, with authority to build from Vermont, via Lewistown and Canton to Peoria; and from Vermont via Rushville and Mt. Sterling to a point on the Mississippi River, opposite to Hannibal Missouri.

By an amendment in force February 14, 1857, the company was authorized to divide its line into divisions, and to unite its road with any other railroad.

The first section of the road was built from a connection with The Jacksonville and Savanna road at St. David to Lewistown, a distance of 10.07 miles, and an extension from Lewistown to Rushville of 32.61 miles: a total of 42.68 miles.

Construction on that portion of the line extending from St. David to Lewistown commenced prior to 1860, and by August 24, 1861, the grading was completed and the bridges constructed. After the contract between James F. Joy and J. W. Brooks, as hereinafter set out, construction work progressed and this portion of the line was completed and opened for traffic June 1, 1862.

Construction on the extension from Lewistown to Rushville was commenced in 1868, and the line was completed and opened for traffic to Rushville, July 18, 1869. (Prior to 1868 the Peoria and Hannibal Company had built a road from Peoria to Hollis, Illinois, opposite Pekin, approximately eight miles, and had placed a separate mortgage thereon. Of date, May 22, 1868, the company deeded this eight miles to the Peoria, Pekin and

Jacksonville Railroad Company, now a part of the Peoria and Pekin Union Railroad. The C. B. & Q. has never been interested in this portion of the Peoria and Hannibal property.)

The railroad constructed under the charter granted to this company was never operated by it, but was, from the date of its completion, operated by The Chicago, Burlington and Quincy Rail Road Company and successor company, the Chicago, Burlington & Quincy Railroad Company.

Of date November 4, 1861, by deed, The Peoria and Hannibal Railroad Company conveyed its roadbed, right of way and material on hand to James F. Joy and J. W. Brooks, who acted as agents for The Chicago, Burlington and Quincy Rail Road Company. Under this agreement means were provided to complete and equip that section of the road from St. David to Lewistown.

By deed, dated November 6, 1861, James F. Joy and J. W. Brooks conveyed the line extending from St. David to Lewistown to The Chicago, Burlington and Quincy Rail Road Company.

Of date April 25, 1868, in order to secure the construction of the extension from Lewistown to Rushville, this company executed a contract with James F. Joy, who acted as agent for the Chicago, Burlington & Quincy Railroad Company, whereby The Peoria and Hannibal Railroad Company conveyed to Joy all of its property, rights and franchises, the said Joy on his part agreeing to provide the means to construct and equip the road and afterwards to operate it, or to procure a contract from the Chicago, Burlington & Quincy Railroad Company to so construct and equip and operate it.

This contract provided also that The Peoria and Hannibal Railroad Company should, contemporaneously therewith, execute $600,000 in bonds to be dated July 1, 1868, and due in ten years, with eight per cent interest, and execute a Deed of Trust to James F. Joy to secure the same, and deliver said bonds to Joy as part payment for the construction, maintenance and operation of both sections of said road. This mortgage was never foreclosed; the bonds were simply held in the C. B. & Q. treasury.

By deed dated May 7, 1868, James F. Joy, Agent, conveyed the extension from Lewistown to Rushville to the Chicago, Burlington & Quincy Railroad Company.

Of date June 14, 1873 James F. Joy made a deed to the C. B. & Q. Company confirming its title to the property of the Peoria and Hannibal company.

By lease dated March 15, 1899, for twenty-five years, The Peoria and Hannibal Railroad Company confirmed its conveyances of date November 4, 1861, and April 25, 1868, to the agents of the Burlington Company .

By deed dated June 1, 1899, this company confirmed its previous conveyances as above particularly set out, and conveyed its corporate rights and franchises to the Burlington Company.

ACT OF LEGISLATURE

Approved February 11, 1853.

AN ACT to incorporate the Macomb, Vermont and Bath Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That James B. Kyle, David P. Wells, Jas. M. Campbell, Jesse Burr, Joab Mershon, H. L. Ross, Jas. H. B. Stephens, J. M. Ruggles, Benj. Beasley, Isaac Vail, and such other persons as may associate with them for that purpose, are hereby made and constituted a body corporate and politic, by the name and style of the "Macomb, Vermont and Bath Railroad Company," with perpetual succession, and by that name and style shall be capable in law of taking, purchasing, holding, leasing, selling and conveying estate and property whatever, real, personal or mixed, so far as the same may be necessary for the purposes hereinafter mentioned, and no further; and in their corporate name may sue and be sued, plead and be impleaded, in all courts of law and equity whatsoever, and may have and use a common seal, and alter, change and renew the same at pleasure; and may have and exercise all powers, rights, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act, as the same are hereinafter set forth.

§ 2. The Macomb, Vermont and Bath Railroad Company shall have full power and authority to locate, and, from time to time, alter, change, relocate, construct, reconstruct and fully to finish, perfect, equip and maintain a railroad, with one or more tracks, commencing at the town of Macomb, in the county of McDonough, and State of Illinois, running from thence, on the most eligible route, to the town of Vermont, in the county of Fulton and State aforesaid, and from thence on the most eligible route

to the town of Bath, in the county of Mason, and State aforesaid; and to transport, take and carry property and persons upon said railroad, by power or force of steam, or of any mechanical or other power, or combination of them, which said company may choose to use or apply. And for the purpose of constructing said railroad or way, said company shall have authority and power to lay out, designate and establish their road, in width not exceeding one hundred and fifty feet through the entire line thereof, and may take and appropriate to their own use all such lands so designated for the line and construction of said road, upon first paying, or tendering therefor, such amount of damage as shall have been settled by appraisal, in the manner hereinafter provided, on all such lands as may be taken, or upon any tracts which may be located by said company; and for the purpose of cuttings and embankments, and for the purpose of obtaining stone, sand and gravel, may take and appropriate as much more of land as may be necessary for the proper construction, maintenance and security of said road; and for constructing shops, depots and other suitable, proper and convenient fixtures in connection with and appertaining to said railroad, may take and have, use and occupy any lands, upon either side of said railroad, not exceeding two hundred feet in depth from said railroad; said company taking all such lands as gifts, or purchasing or making satisfaction for the same in the manner hereinafter provided: *Provided*, that this section shall not be construed to restrict or prevent the construction of public roads or canals or railroads across the road of said company, when deemed expedient, but so as not materially to impair or obstruct the same.

§ 3. The said company, and under their direction, their agents, servants and workmen, are hereby authorized and empowered to enter into and upon the lands and grounds of or belonging to the State, or to any person or persons, bodies politic or corporate, and survey and take levels of the same, or any part thereof, and to set out and ascertain such parts as they shall think necessary and proper for making said railroad, with one or more sets of tracks or rails, and for all the purposes connected with said railroad for which the said corporation by the last preceding section, is authorized to have, take and appropriate any lands, and to fell and to cut down all timber and other trees standing or being within one hundred feet on each side of said line of said railroad, the damage occasioned by the felling of such trees, unless otherwise settled, to be assessed and paid in manner hereinafter provided for assessing and paying damages for lands taken for the use of said railroad company; and also to make, build, erect and set up in and upon the route of said railroad, or upon the land adjoining or nearest the same, all such works, ways, roads and conveyances as may be requisite and convenient for the purposes of said railroad, and also from time to time to alter, repair, amend, widen or enlarge the same, or any of the conveniences above mentioned, as well for the carrying, conveying goods, commodities, timber or other things to and upon the said railroad, as for carrying all manner of materials necessary for the making, erecting, furnishing, altering, repairing, amending or enlarging the works of or connected with said railroad, and to contract and agree with the owner

or owners thereof for such timber, gravel, stone, or other materials, or any articles whatever which may be wanted in the construction or repairing of such railroad or any of its appurtenances—they the said company doing as little damage as possible in the execution of the said powers hereby granted, and making satisfaction in the manner hereinafter mentioned for all damages to be sustained by the owners or occupiers of said lands.

§ 4. The said company shall have power and authority to receive, take and hold all such voluntary grants and donations of lands and real estate for the purposes of said railroad, as may or shall be made to said company, to aid in the construction and maintenance and accommodation of said railroad; and said company may contract and agree with the owners and occupiers of any lands which said company may wish to use or occupy, for the purpose of procuring stone, sand, gravel or earth, or other materials to be used in embankments or otherwise in or about the construction, repairs or enjoyment of said railroad, or which said company may wish to use or occupy in any manner or for any purpose or purposes connected with said railroad, for which said company is empowered or authorized by this act to take, have or appropriate any lands, and to receive and to take grants and conveyances of any and all interests and estates therein, to them and their successors or assigns, in fee or otherwise; and in case said company cannot agree with such owners or occupiers of such lands as aforesaid, so as to procure the same by the voluntary deed or act of such owners or occupiers thereof; or if the owners or occupiers thereof, or either or any of them, be a *femme covert,* infant, *non compos mentis,* unknown or out of the county in which the land or property wanted is situated, the same may be taken, and [paid] for, if any damages are awarded, in the manner provided for in "An Act to provide for a general system of railroad incorporations," approved November 5th, 1849; and the final decision or award shall vest in the corporation hereby created all the rights, privileges and immunities in said act contemplated: *And provided,* that any appeal that may be allowed under the provisions of the act above recited, or by virtue of any general law of this State, shall not affect the possession by said company of said lands appraised; and when the appeal may be taken or writ of error prosecuted by any person or persons other than the said company, the same shall not be allowed except on the stipulation of the party so appealing or prosecuting such writ of error that the said company may enter upon and use the lands described in the petition for the uses and purposes therein set forth, upon said company giving bond and security, to be approved by the clerk of said court, that they will pay to the party so appealing or prosecuting such writ of error all costs and damages that may be allowed against them on the final hearing of such appeal or writ of error, within thirty days after the rendition thereof, or forfeit all right to use the land or way so condemned.

§ 5. The capital stock of said company shall be five hundred thousand dollars, which may be increased from time to time by a vote of a majority in interest of stockholders at their annual meeting, or at any special meeting that may be called for that purpose by the directors of said company, to any sum not exceeding the entire amount expended on account of said

road; which stock shall be divided in shares of one hundred dollars each, which shall be deemed personal property, and may be issued, certified, transferred and registered in such manner and at such places as may be ordered and provided by the board of directors, who shall have power to require the payment of stock subscribed in the manner, and at the time and in such sums as they may direct, and on the refusal or neglect on the part of stockholders, or any of them, to make payment, on the requisition of the board of directors, the shares of such delinquents may, after thirty days' public notice, be sold at public auction, under such rules as the directors may adopt—the surplus money, if any remains after deducting the payment due and to become due on said stock, with interest and the necessary costs of sale, to be paid to the delinquent stockholder. The board of directors hereinafter named shall cause books to be opened for subscription to the capital stock of said company, at such times and places, and in such manner as they shall direct: *Provided*, that as soon as fifty thousand dollars of *bona fide* subscription shall be made to said capital, and five per cent. thereon paid, it shall be lawful for said company to elect a board of directors, not less than five nor more than nine in number, who shall hold their office for one year, and until their successors shall be elected and enter upon the duties of their office. The first election of directors shall be held in the said town of Vermont, thirty days' notice thereof first being given [by] said commissioners, in some newspaper published in said county of Fulton, and subsequent elections shall be held in such manner as the directors shall by by-laws direct.

§ 6. At any election held for directors, each share of stock shall be entitled to one vote, to be given either in person or by proxy, and the person receiving the largest number of votes to be declared duly elected, and to hold their office until the next annual election, and until their successors are elected and qualified. All elections for directors to be conducted by three judges, selected by the stockholders present.

§ 7. After the directors are elected, they shall organize the board, by electing one of their number president, and by appointing a secretary and treasurer.

§ 8. Said company shall have power to purchase with the funds of the company, and contract for and place on the railroad hereby authorized to be constructed, all materials, wagons, carriages and vehicles, of any description, which they may deem necessary and proper [for] the purposes of transportation on said railroad; and they shall have power to charge for tolls and transportation and rates of fare such sums as shall be lawfully established by the by-laws of said company.

§ 9. Said company shall have power to make, ordain and establish all such by-laws, rules, and regulations as may be deemed expedient and necessary to fulfill the purposes and carry into effect the provisions of this act, and for the well ordering and securing the affairs, business and interest of said company: *Provided*, that, the same be not repugnant to the constitution and laws of the United States or of this State.

§ 10. The said board of directors shall have power to regulate the manner of transportation of persons and property, the width of track, the con-

struction of wheels, the form and size of cars, the weight of loads, and all other matters and things respecting the use of said road and the conveyance and transportation of persons and property thereon.

§ 11. When it shall be necessary for the construction of said railroad to intersect or cross a track of any other railroad, or any stream of water, or water course, or road, or highway, lying on the route of said railroad, it shall be lawful for the company to construct their railroad across or upon the same: *Provided*, that said company shall restore the railroad, stream of water, water course, road or highway, thus intersected or crossed, to its former state, or in a sufficient manner not materially to impair its usefulness.

§ 12. The said company shall, annually or semi-annually, make such dividend as they may deem proper of the net profits, receipts or income of said company among the stockholders therein, in proper proportion to their respective shares.

§ 13. If any person shall do or cause to be done, or aid in doing or causing to be done, any act whatever, whereby any building or construction, or work of said company, or any engine, machine or structure or any matter or thing appertaining to the same, shall be stopped or obstructed, impaired or weakened, injured or destroyed, the person or persons so offending shall be guilty of a misdemeanor, and may be punished, upon conviction, by fine, in any sum not exceeding one thousand dollars, or be imprisoned not exceeding five years, or both, at the discretion of the court, and shall forfeit and pay to said corporation treble the amount of damages sustained by reason of such offense or injury; to be recovered in the name of said company, with costs of suit, in an action of trespass, before any justice of the peace of this State, or before any court having jurisdiction thereof. Said company shall have power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed, to the said town of Macomb, or the said town of Bath, upon such terms as may be actually agreed upon between the companies so connecting; and for that purpose full power is hereby given to said company to make and execute contracts with any other company as will secure the objects of such connection.

§ 14. Said company is hereby authorized to borrow, from time to time, such sum or sums of money as may be necessary for completing and furnishing or operating their said railroad, and issue and dispose of their bonds, in denominations of not less than five hundred dollars, for any amount so borrowed, and to mortgage their corporate property, and purchase or convey the same by deed of trust, to secure the payment of any debt contracted by said company for the purposes aforesaid; and the directors of said company may confer on any bondholder of any bond issued for money borrowed as aforesaid the right to convert the principal due or owing thereon into stocks of said company, at any time, not exceeding ten years from the date of the bonds, under such regulations as the directors of said company may see fit to adopt.

§ 15. The said company hereby chartered shall be required to construct and operate their said road throughout the entire length thereof, according

to the terms of this charter, within ten years after the work shall have been commenced thereon; and upon a failure so to do shall forfeit all rights and privileges, tracks contemplated and work done upon said road: *Provided*, the work shall be commenced on said road within six years after the passage of this act.

§ 16. This act shall be deemed and taken as a public act, and shall be in force from and after its passage.

§ 17. The said company hereby created be and are hereby authorized to extend their said railroad from Macomb to a point opposite or at the city of Burlington, in the State of Iowa, on the most eligible route, and also to extend their railroad from Bath, in Mason county, to some point that may be agreed upon on the Petersburg and Springfield railroad; and for the purpose of such extension, said company are hereby declared to possess all the powers and be subject to all the restrictions contained in this act; and, for the purposes of said extension, said company are authorized to increase their capital stock to such amount as may be necessary to complete such extension, under the same provisions and regulations as herein provided for the increase of the capital stock of said company.

Approved February 11, 1853.

Private Laws Illinois 1853, Page 20.

ACT OF LEGISLATURE

Approved February 24, 1854.

AN ACT to amend an act entitled "An Act to incorporate the Macomb, Vermont and Bath Railroad Company," approved February 11, 1853.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the name of the Macomb, Vermont and Bath Railroad Company be changed, and that hereafter said company be known and called by the name and style of "The Peoria and Hannibal Railroad Company," and that said company be authorized and empowered to survey, locate, construct and fully complete and operate an extension of their said railroad from the town of Vermont, in the county of Fulton, by the way of Lewiston and Canton, in said county, to the terminus of the Peoria and Bureau Valley Railroad, at or in the city of Peoria, and from the town of Vermont aforesaid, by the way of Rushville, in Schuyler county, and Mt. Sterling, in Brown county, to a point on the Mississippi river, as nearly as practicable opposite the city of Hannibal, in the State of Missouri; and for the purpose of constructing their said extension of railroad, said company is authorized, and, under their direction, their agents and workmen are authorized, to enter upon the lands of any and all persons where it may be necessary to make surveys and estimates to locate, construct and operate their said extension of railroad through the whole route hereinbefore specified, and to establish said extended road not exceeding one hundred feet in width, with one or more sets of tracks through the entire line of said road, and may take and appropriate as much more land, timber, stone, earth and sand as may be necessary for constructing

said road, and for the purpose of constructing shops, depots, machine houses, and other fixtures necessary in fully operating said road; said company making compensation for any damages arising thereby to the owner or owners of lands as hereinafter specified.

§ 2. The capital stock of said company shall be increased to three millions of dollars, and may be increased, by a vote of the majority of the stockholders, to a sum not exceeding five millions of dollars, and said stock shall be divided into shares of one hundred dollars each, which shall be deemed personal property, and shall be issued, transferred and registered as such, according to the by-laws of the company; and in all meetings of the stockholders each share shall be entitled to one vote, either in person or by proxy.

§ 3. The following named persons, Amos C. Babcock, Lewis W. Ross, Lewis D. Irwin, William K. Johnson, Isaac Underhill, William S. Moss and J. B. Moore are appointed commissioners, who, or a majority of whom, may call a meeting of said commissioners, for the purpose of opening books of subscription to the capital stock of said company, and shall give ten days' notice of said meeting by publication in some newspaper in each of the counties of Peoria, Fulton, Schuyler and Brown. Said commissioners shall keep such subscription books open until the sum of one hundred thousand dollars is subscribed, and as much longer as they shall deem proper. Said commissioners shall require five per cent. to be paid on such subscriptions, by the subscribers thereof, at the time of subscribing, and as soon as practicable thereafter, said commissioners shall call a meeting of the stockholders, by giving the same notice as is required in this section for the opening of books for subscription, for the purpose of electing five directors, which may thereafter be increased to a number not exceeding thirteen, by a vote of the majority of the stockholders, who shall hold their offices for one year, and until their successors are elected; and such election shall be conducted and canvassed by said commissioners, or a majority thereof, and they shall immediately deliver to the directors elected the subscription books and all moneys received by them, when the duties of such commissioners shall cease.

§ 4. When it shall be necessary for said company to use any lands in locating, constructing and operating their said extension of railroad, and the owner or owners thereof cannot agree with said company upon the price to be paid as a compensation for the damage caused, or to be caused thereby, or when such lands belong to *femme covert*, infants, persons *non compos mentis*, or persons not residing in this State, then the compensation to be paid for such damages, if any, shall be determined and paid, and the right to use so much of said lands as may be necessary shall be fixed and secured in the manner provided in an act entitled "An act to amend the law condemning right of way for purposes of internal improvement," approved June 22, 1852, and in no other manner, the provisions of the act to which this is an amendment to the contrary notwithstanding.

§ 5. Said company shall not be required to construct the line of their road from the town of Macomb to the town of Bath, and the work on said extended railroad shall be commenced within five years, and completed

within eight years after the passage of this act; and this act shall be in force from and after its passage.

§ 6. Sections two, three, four, five, six, and such other parts of the act entitled "An Act to incorporate the Macomb, Vermont and Bath Railroad Company," approved February 11th, 1853, as are inconsistent with the provisions of this act, are hereby repealed.

APPROVED February 24, 1854.

Private Laws Illinois 1854, Page 237.

ACT OF LEGISLATURE

Approved March 4, 1854.

AN ACT supplemental to "An Act to amend an act entitled an act to incorporate the Macomb, Vermont and Bath Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the company authorized by "An Act to amend an act entitled an act to incorporate the Macomb, Vermont and Bath Railroad Company," passed at the present special session of the legislature, to construct a railroad from the town of Vermont, in the county of Fulton, by the way of Lewistown and Canton, in said County, to the terminus of the Peoria and Bureau Valley Railroad, at the city of Peoria, and from the town of Vermont aforesaid, by the way of Rushville, in Schuyler county, and Mt. Sterling, in Brown county, to a point on the Mississippi river, as nearly as practicable opposite the city of Hanibal, in the State of Missouri, be and they are hereby authorized and empowered to construct a branch of said road from Rushville, in the county of Schuyler, or from any other convenient and eligible point, southwest of that place, to the city of Quincy, in the county of Adams.

§ 2. In the construction of said branch of said railroad, the said company shall possess, enjoy and exercise all the corporate powers and privileges conferred by their charter, and authorized to use and exercise all the powers for obtaining the right of way, for the use of said company, in and about the construction of said branch of said road, that are given and expressed by the act to provide for a general system of railroad incorporations, approved November 5th, 1849. Said company is also authorized and empowered to increase its capital stock one million of dollars, and to form a connection with any other railroad leading to Quincy.

§ 3. If the Northern Cross Railroad Company shall complete their road to Mt. Sterling, in the county of Brown, in time to meet the road authorized to be constructed from Peoria to Hannibal, in and by the act to which this is a supplement, in such case the said company shall not exercise the privileges and franchises by this act conferred, or construct the said branch hereinbefore authorized, but the said powers, privileges and franchises herein and hereby granted shall cease and be void, anything in this act, or the acts to which this is a supplement, to the contrary notwithstanding.

§ 4. This act to take effect and be in force from and after its passage.

APPROVED March 4, 1854.

Private Laws Illinois 1854, Page 175.

ACT OF LEGISLATURE

Approved February 10, 1857.

AN ACT granting the right of way to the Peoria and Hannibal Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Peoria and Hannibal Railroad Company shall have the right to use so much of the grade and right of way of the Peoria and Warsaw Railroad Company, and also of all lands belonging to the State of Illinois, as may be necessary for the construction and operation of two tracks of railway over the same; and the same is hereby granted to the said Peoria and Hannibal Railroad Company for that purpose: *Provided,* that this grant shall be construed as not to interfere with any railroad track already constructed on any of the lands hereby granted; and the Peoria and Oquawka Railroad Company shall also have the right to lay and operate two tracks of railroad, side by side, as near together as safety will permit, over the same lands, and in no other manner.

§ 2. This act to be in force from and after its passage.

APPROVED February 10, 1857.

Private Laws Illinois 1857, Page 352.

ACT OF LEGISLATURE

Approved February 14, 1857.

AN ACT to amend an act entitled "An act to amend an act entitled 'an act to incorporate the Macomb, Vermont and Bath Railroad Company'."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That at any election held by the stockholders of the Peoria and Hannibal Railroad Company, for directors, each share of stock shall be entitled to one vote, to be given either in person or by proxy; and the person receiving the largest number of votes to be duly elected, and to hold their office until the next annual election, and until their successors are elected and qualified; all elections to be conducted by three judges selected by the stockholders present.

§ 2. The capital stock of the Peoria and Hannibal Railroad Company may be fixed at any sum not exceeding the actual cost of construction and equipment of the road, by the stockholders present at any regular annual meeting for the election of directors.

§ 3. That section four of an act entitled "An act to amend an act entitled an act to incorporate the Macomb, Vermont and Bath Railroad Company," approved February 11, 1853, be and is hereby repealed, and section four of an act entitled "An act to incorporate the Macomb, Vermont and Bath Railroad Company," be and is hereby revived; and the Peoria and Hannibal Railroad Company shall, in all cases where it is necessary to condemn land, proceed according to the provisions of the last named section.

§ 4. That the said Peoria and Hannibal Railroad Company shall have the right, by its directors, to divide the route of their said road, running from Peoria to Hannibal, in divisions; to let, construct and operate any of such divisions, and also to call in installments on stock, from stockholders interested in or near the line of such divisions so to be constructed, and apply the same on such part so to be built and operated. And said Peoria and Hannibal Railroad Company may unite its road with any other road, now or hereafter constructed, at its termini or any point thereof, where the same or any part thereof may come in contact with any such road. And said company may issue bonds, bearing any rate of interest, not exceeding ten per cent. per annum; and may borrow money at the same rate, and shall have the right to mortgage, sell or lease their said railroad and its equipments, rolling stock, station houses, or any portion or part thereof.

§ 5. This act shall not in any respect affect the subscriptions of stock voted or subscribed by any county, city, corporation or persons. The said company may commence the work on said road within three years; and if any division thereof be completed within eight years after the passage of this act, then this act to remain in full force and effect, together with the several acts to which this is an amendment.

§ 6. This act shall take effect and be in force from and after its passage.

APPROVED February 14, 1857.

Private Laws Illinois 1857. Page 649.

ACT OF LEGISLATURE

Approved June 11, 1863.

AN ACT to amend the charter of the Peoria and Hannibal Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the stock subscriptions heretofore made by the county of Schuyler, in her corporate capacity, and the stock subscriptions made by the citizens of said county to the capital stock of the Peoria and Hannibal Railroad Company, now due and unexpended, shall, when expended, be paid for work done and expenses incurred on said road within the limits of said county, and no part of said stock subscriptions hereafter expended shall be applied on work done or expenses incurred on said road without the limits of the said county of Schuyler.

§ 2. The time for the completion of the said Peoria and Hannibal Railroad shall be extended for ten years from the date of the passage of this act, and all the rights and privileges of said corporation be extended for that length of time.

APPROVED June 11, 1863.

Private Laws Illinois 1863. Page 235.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to amend the charter of the Peoria and Hannibal Railroad Company, and to authorize said company to build a bridge across the Illinois river at Havanna, in Mason county.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Peoria and Hannibal Railroad Company is hereby authorized and empowered to construct and operate a branch of their said road from near Ipava, in Fulton county, by the most eligible route to Havanna, in Mason county, and to unite with any other railroad company; to grant any such company the right to construct and use any portion of their branch hereby authorized to be constructed, on such terms as may be mutually agreed upon between any other such railroad company, and the said Peoria and Hannibal Railroad Company, and for the purposes of constructing and operating said branch, said company are hereby declared to possess all the powers, and to be subject to all the restrictions in the original act incorporating the said Peoria and Hannibal Railroad Company, and the several amendments thereto.

§ 2. The said Peoria and Hannibal Railroad Company is hereby authorized and empowered to construct, erect and maintain a bridge across and over the Illinois river, at or near the city of Havanna, in the county of Mason, for the purpose of extending the said branch railroad over and across the said river, and, for that purpose, to construct and erect, in said river, all the necessary abutments and piers to keep up and support the said road and bridge: *Provided,* that there shall be left and always kept open between two of the said piers, a space embracing the channel of said river at the place of crossing, of sufficient width for the passage of steamboats, and other craft navigating said river, with a draw so constructed as not materially to obstruct the navigation of said river by steamboats and other craft navigating said river: *And provided, further,* that said bridge shall be used only for the business of said railroad; and the said company shall not be permitted to use the same, or at any time to take or receive any tolls or compensation for the ordinary travel and passage of teams, persons or property over the said bridge.

§ 3. And for the purposes of constructing and operating said branch, and erecting said bridge, said company are authorized to increase their capital stock one million of dollars, to be taken and subscribed for under the same provisions and regulations as provided for in the original charter of said company, and the several amendments thereto.

§ 4. This act shall be deemed a public act, and shall be in force from and after its passage.

APPROVED February 16, 1865.

Private Laws Illinois 1865, Vol. 2, Page 202.

DEED, November 4, 1861. The Peoria and Hannibal Railroad Company to James F. Joy et al. (Agents for The Chicago, Burlington and Quincy Rail Road Company).

This Indenture made & entered into this the fourth day of November A. D. 1861 between the Peoria & Hannibal Rail Road Company of the first part & J. W. Brook of Boston in the State of Massachusetts & James F. Joy of Detroit, Michigan, parties of the second part. *Witnesseth*—That whereas the said first party is desirous, of securing the construction of that part of its line of road between Canton & Lewistown in connection with that part of the Jacksonville & Savanah Rail Road between Yates City & Canton to thereby establish a railroad communication between Lewistown & Chicago & the East & *whereas* all efforts to that end have heretofore failed & *whereas,* the said road from Lewistown to Canton & thence to Yates City as an investment is probably of no value in itself, but may be of some utility to another railroad company with which it may be connected as contributing additional business to its line of road & will be of great value to the Country through which it runs & *whereas* from considerations of this nature among others the said parties of the second part have been induce to enter into a contract to advance the money requisite to complete the said road & to procure it to be equiped & operated & managed so as to accomplish the object of the Country which has been struggling to to complete the same upon the terms & for the consideration herein named to be paid & performed by the said party of the first part.

Therefore, The said Peoria & Hannibal Railroad Company by virtue of the authority confered upon it by the Legislature of Illinois in contemplation of such possible circumstance have, granted, bargained & sold & do hereby grant, bargain, sell & convey to the said J. W. Brooks & James F. Joy, their heirs, and assigns, all & singular all their line of road extending & lying between Lewistown and Canton in the County of Fulton roadbed, right of way & ground connected therewith, Depot grounds, Stations, Station yards, including Depot ground at Lewistown, Bridges, Viaducts, Culverts & all the rights, appurtenances, privileges & franchises of the said first party thereto so far as by law the same may be conveyed by it, all the railroad Iron chairs & spikes owned by the said first party for the purpose of constructing said road now understood to be in Chicago being of Iron Twelve hundred & Seventeen tons or thereabouts—of spikes seven hundred kegs & seventy-five hundred chairs & also all the ties of the said company & being about—thirty Thousand in number & all upon the line of said railroad & also all other timber & material of any kind owned by said first party & intended for the construction of said road. To have & to hold by the said parties of the second part their heirs & assigns forever to their sole use and benefit. And the said parties of the second part for themselves, their heirs & assigns, Covenant & agree to & with the said party of the first part that they will use such & every, all & singular the said materials & property of every kind in the construction of said road & in completing the same for use & Operation—that said Iron chairs & spikes shall be transported to Yates City & as soon as practicable laid down upon

the road hereby conveyed & that no part of the same shall be used for any other purpose than to complete the said road to Lewistown.

And the said second parties further covenant & agree that they will furnish the requisite amount of money necessary to complete the said road & put it in running order as soon as can conveniently be done & will complete the same at as early a period as is consistant with economy having reference to the season of the year & the weather. And they covenant further with either themselves to furnish motive power & rolling stock to run, operate & work said road or to procure a contract with the Chicago, Burlington & Quincy Rail Road Company under and by virtue of which that Company shall equip, operate & Manage the same, the rolling stock & furniture for such operation & management to be furnished & the operation of said road to be completed & began as soon as the line is completed from Yates City to Lewistown.

It is however understood & agreed by and between both parties that the said Peoria & Hannibal Rail Road Company shall make & execute One Hundred & twenty five Bonds of one Thousand dollars each payable in five years with semi-annual interest coupon attached at the rate of Eight per cent interest per annum, payable in New York & also a deed of trust in the usual form to Geo. F. & F. B. Porter of Detroit as trustees to secure the payment of said bonds & interest which said Bonds and deed of trust shall have precedence of this deed & shall constitute a lien upon that portion of the road hereby conveyed & shall transfer & deliver the said Bonds to the said second parties. It is understood & agreed by both parties, that the said road being in itself probably *unprofitable* it is an object of importance not only to secure its construction but its operation management & equipment & that to secure both these ends the parties of the first part are willing to make this conveyance & sale & that in consideration of the said conveyance & sale the said second parties covenant to complete the said road & either to equip, operate & manage the said road themselves, or procure an obligation or contract with the Chicag, Burlington & Quincy Railroad Company to do the same. It is however also understood, that if it shall become convenient for the said second parties to lay some portion of the Iron or chairs & spikes obtained for the construction of the road from Yates City to Canton upon the line between Canton & Lewistown, they may do so & exchange an equal quantity of Iron chairs or spikes hereby convey therefor. And the said parties of the second part agree to have the said road completed in all the month May next & as much sooner as is conveniently practicable.

In Witness Whereof the Peoria, and Hannibal Railroad Company have caused their corporate seal to be herewith affixed, and the same to be subscribed by their President and the said parties of the second part have hereunto set their hands and seals the day and year first above mentioned.

Peoria & Hannibal Rail Road Co.
By HENRY L. BRYANT, Prest.

(L. S.)

J. W. BROOK (Seal)
JAMES F. JOY (Seal)

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that on this fifth day of November A. D. 1861 before me, a Notary Public residing in said County of Cook, duly commissioned by the Governor of Illinois to take acknowledgement and proof of Deeds and other instruments in writing under seal to be used or recorded in said state of Illinois personally came Henry L. Bryant, President of the Peoria & Hannibal Rail Road Company, who is known to me to be the person whose name is subscribed to the foregoing conveyance, who being by me duly sworn, deposes & says that he resides in Lewistown in the County of Fulton and state of Illinois. That he is President of the Peoria & Hannibal Rail Road Company. That he knows the corporate seal of said company. That the seal affixed to the foregoing conveyance is the corporate seal of said company. That it was affixed by order of said company and he signed his name to said conveyance by like order as President of said company and acknowledged that he executed & delivered the said deed as his free and Voluntary act for the uses and purposes therein set forth and that the said company also executed and delivered said conveyance as its free and voluntary act for the uses and purposes therein stated.

In Witness Whereof I have hereunto set my hand and affixed my seal of office this Fifth day of November A. D. 1861.

SAM C. SMITH
(L. S.) *Notary Public.*

Recorded Nov. 9" 1861.

Fulton County, Book 51, Page 418.

STATE OF ILLINOIS, } ss.
FULTON COUNTY. }

I, Eugene Whiting, Clerk of the Circuit Court and Ex-Officio Recorder in and for said County of Fulton, do hereby certify that the foregoing is a true and correct copy of the record of a conveyance from Peoria & Hannibal Rail Road Co. to J. W. Brook and James F. Joy bearing date of November 4th, A. D. 1861; the said instrument having been filed for record in the Recorder's Office of said Fulton County on the 9th day of November A. D. 1861; bearing Serial Number 36483, and being recorded in Book 51 of the Land Records of said Fulton County at page 418, as the same appears upon the records now in my office remaining.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the official seal of my office this 26th day of January A. D. 1917, at the office of the Clerk of the Circuit Court, within and for the County of Fulton, State of Illinois, at Lewistown.

EUGENE WHITING,
Clerk of the Circuit Court and
(Seal) Ex-Officio Recorder.

TRUST MORTGAGE, November 4, 1861. The Peoria and Hannibal Railroad Company to Fredrick R. and George F. Porter, Trustees.

This Indenture made this fourth day of November in the Year of our Lord one thousand eight hundred and sixty one between the Peoria and Hannibal Rail Road Company a corporation duly created and organized by and under the laws of the state of Illinois party of the first part, and Fredrick R. Porter and George F. Porter of the city of Detroit in the state of Michigan of the second part, Witnesseth, whereas the said Peoria and Hannibal Rail Road Company pursuant to the terms of the statute of said state of Illinois incorporating it, and the amendments thereto and other statutes of said state affecting it, is engaged in constructing a rail road from the town of Vermont in the county of Fulton, by way of Lewistown and Canton in said county to the terminus of the Peoria and Bureau Valley Rail Road at Peoria; And whereas the said Peoria and Hannibal Rail Road Company are desirous of borrowing money to an amount not exceeding one hundred and twenty five thousand dollars, to aid it in constructing said road to be applied to the purchase and transportation of or in payment for material, superstruction and equipments for said road or some part thereof and has resolved to execute and has executed bonds of said Company therefore as follows, to wit: One hundred and five (105) in sums of one thousand dollars each and forty in sums of Five hundred dollars each, bearing even date with these presents, payable on the fourth day of November, in the year one thousand eight hundred and Sixty Six, bearing interest at the rate of eight per cent per annum, payable semi-annually on the fourth day of each November and May until said principal shall be paid, at the Banking house of the Bank of Commerce in the City of New York where both the principal sum and interest are payable, said bonds to stand all equally secure by these presents according to their amounts, notwithstanding the same may be paid at different times, and are numbered consecutively from number one (1) to one hundred and forty five (145) inclusive, each of said bonds being authenticated by a certificate signed by the said parties of the second part or by one of them.

Now therefore this Indenture witnesseth that the said, The Peoria and Hannibal Rail road company in order to secure the payment of said bonds and the interest thereon and in consideration of the sum of Five dollars to it in hand paid by the said parties of the second part, at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted bargained sold transferd and conveyed and by these presents does grant bargain sell transfer and convey to the said parties of the second part their successors in the Trust hereby created and assign all the following present and in future to be acquired property of the said company and all the right interest and equity of redemption therein, that is to say, all that part of the said Rail Road of said party of the first part made and to be made which lies between the depot of the said first party at the said town of Canton in the County of Fulton and state of Illinois and the depot of the said first party at Lewistown in said County and state aforesaid and including the Depots at the said towns of Lewistown and Canton and the right of way and land occupied thereby together with the super-

struction and track thereon and all the iron chains and spikes, timber materials furnished and property purchased or to be purchased or purchased for the construction and equipment of the road hereby conveyed and wherever the same may be whether now upon said premises or elsewhere, all depot and Station grounds and the building thereon and to be erected thereon, all the side tracks, bridges, viaducts, culverts, fences, all ties, tools and other personal property of said first party now on said Mortgaged premises or belonging thereto or purchased or procured for the construction thereof though elsewhere situated and all the rights, appurtenances, privileges and franchises of said Company in and to said Mortgaged premises or in any manner belonging thereto, connected therewith, so far as by law, the said first part is authorized to convey the same, together with the net revenues and earnings & profits to be derived from the rail road hereby conveyed.

To have and to hold said premises and every part thereof with the appurtances unto the said parties of the second part, their successors in said Trust and assigns, but upon the following Trust, that is to say in case the said, The Peoria and Hannibal Railroad Company shall fail to pay the principal or any part thereof or any of the interest on any of the bonds secured and intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof and for ten days thereafter, then and in such case, all of said bonds, both principal sum and interest shall thereupon immediately become due and payable and upon the request of the holder of any one of said bonds, the said parties of the second part or either of them or their successors in said Trust and assigns may enter into and take possession of all and every part of said premises and as the attorneys in fact or agents of the said first party by themselves or agents duly constituted have, use and employ the same, making from time to time the needful repairs, alterations and additions therto after deducting the expenses of such use, repairs, alterations and additions apply the proceeds of said premises to the payment of the principal and interest of all said bonds remaining unpaid or the said parties of the second part or either of them, their successors in said trust and assigns at their discretion may as on the written request of the holders of any one of the said bonds then unpaid shall cause the said premises or so much thereof as shall be necessary to pay and discharge the principal and interest of all such of said bonds as may be unpaid, together with all the expenses of sale to be sold at public auction at the North door of the Court house in the City of Chicago in said state of Illinois giving thirty days notice of the time and place and terms of such sale by publishing the same in one of the principal Newspapers in the City of Chicago at the time being and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said The Peoria and Hannibal Rail road Company party of the first part its successors and assigns and all persons claiming under it or them of all right, interest or claims in or to said premises or any part thereof and said Trustees shall after deducting from the proceeds of said sale the cost and expenses thereof and of managing said property apply so much of the said proceeds as may be necessary to the payment

of said principal and in trust on said bonds and shall restore the residue thereof to the party of the first part its successors or assigns. It being expressly understood and agreed that in no case shall any claim or advantage be taken of any valuation, appraisement, redemption or extention laws by the said party of the first part, its successors or assigns nor any injunction or stay of proceedings or any process be obtained or applied for by it or them to prevent such entry or sale and conveyance as aforesaid.

It is also hereby expressly agreed and understood that it shall be lawful for the said Company or its as to dispose of the current nett revenues of said road hereby conveyed in such manner as it or they shall elect until default shall be made in the payment of the interest or principal of said bonds or of some one of them. And the said Peoria and Hannibal Rail Road Company for itself, its successors and assigns, does hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof to the said parties of the second part, their successors in said Trust and assigns for more fully conveying with effect the object and purposes of these presents and of making them embrace the property and effects so expressed or intended to be conveyed. It is hereby mutually agreed and these presents are upon the express condition that on the payment of the principal sum and interest of said bonds the estate hereby granted to said parties of the second part shall be said and the right to the premises hereby conveyed shall revert to and revest in said first party without and acknowledgment of satisfaction reconveyance, re-entry or other act.

It is also further mutually agreed that the said parties of the second part their successors in said Trust and assigns shall only be accountable for reasonable diligence in the management thereof and shall not be responsible for the acts of any agent employed by them or either of them, when such agent shall be selected or employed with reasonable discretion and that said second parties and their successors in Trust and assigns shall be entitled to reasonable compensation for their labor and services in case they shall be compelled to take possession of said premises or any part thereof or to manage the same.

It is hereby further mutually agreed that neither of said Trustees shall in any manner be liable for any act or acts of his Co-Trustee to which he does not assent and that in case of the death, mental incapacity or resignation or refusal of either of the said Trustees to act in the matter of said Trust all his right, estate, interest, power and control in the premises shall be divested, cease and determine and thereupon the said remaining Trustee shall become vested for the purpose aforesaid with all the right and interest and power requisite to enable him to execute the purposes of this Trust without any further or other appearance or conveyance for the same but should it be desirable or necessary both or either of the parties hereto shall execute and devise any and all necessary release or conveyance for that purpose. It is also expressly understood that said Trustees or either of them in case of the death, refusal to act incapacity or absence of the other and the survivor of them, shall be fully empowered and authorized to execute all the papers of this Trust.

In witness whereof The Peoria and Hannibal Rail Road Company have caused their Corporation seal to be herewith affixed and the same to be subscribed by their President and the said parties of the second part have hereunto set their hands and seals the day and year first above mentioned.
[SEAL]

Peoria & Hannibal Railroad Company,
By HENRY L. BRYANT,
Prest.
GEO. F. PORTER [SEAL]
FRED. B. PORTER [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF FULTON, }

Be it remembered that on this fifth day of November, A. D. 1861 before me a Notary Public residing in said County of Cook duly commissioned by the Governor of Illinois to take acknowledgments and proof of deeds and other instruments in writing under seal to be used or recorded in said state of Illinois personally came Henry L. Bryant, President of the Peoria and Hannibal Rail Road Company, who is known to me to be the person whose name is subscribed to the foregoing conveyance who being by me duly sworn deposes and says that he resides in Lewistown in the County of Fulton and state of Illinois, that he is President of the Peoria and Hannibal Rail Road Company, that he knows the Corporate seal of said Company, that the seal affixed to the foregoing conveyance is the Corporate seal of said Company, that it was affixed by order of said Company and he signed his name to said Conveyance by like order as President of said Company and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth and that the said Company also executed and delivered said Conveyance as its free and voluntary act for the uses and purposes therein stated.

In witness whereof I have hereunto set my hand and affixed my seal of office this fifth day of November, A. D. 1861.
[SEAL]

SAML C. SMITH,
Notary Public.

Recorded November 9th, 1861, Book 51, Pages 415, 416, 417 & 418.

DEED, December 10, 1861. The Peoria and Hannibal Railroad Company to J. W. Brooks and J. F. Joy.

36549

This Indenture made and executed this tenth day of December A. D. 1861. by and between the Peoria & Hannibal Rail Road Company of the first part and J. W. Brooks & J. F. Joy of the second part. Witnesseth:

First that by an Indenture between the said parties bearing date the fourth day of November last, the parties of the first part, purposes to convey to the parties of the second part, all and singular the lien of their road extending and lying between Lewistown & Canton, in the County of Fulton and the materials and appurtenances connected therewith, described in said Indenture with a reservation however, that a deed of Trust to Geo. F. &

F. B. Porter should be made by the said Peoria & Hannibal Rail Road Company of said portion of its road and appurtenances to secure the payment of its Bonds to the amount of One Hundred and Twenty Five Thousand dollars, payable at the time and in the manner in said Indenture set forth, which said Deed of Trust it is therein provided should have precedence of said grant so made by said Indenture to said Brook and Joy, and whereas doubts may arise whether the effect of said reservation may not, unexplained, effect the validity and priority of said Deed of Trust or constitute a merger of the whole title in said Brooks & Joy so as to prevent the sale and transfer of said Bonds secured by said Trust, although said Deed of Trust was in point of face, executed and delivered before said Indenture. Now it is hereby agreed and declared by both said parties, that said grant so made by said Indentures was, and is intended to be and shall have effect merely as a grant of the rights of redemption or equity in said portion of said Railroad subject to said Trust Deed and not of the entire title and that said Brooks and Joy shall stand seized and possessed of said road, in Trust, to allow priority to said Deed of Trust, and further, that the delivery of said Bonds to said Brooks & Joy and the execution of said deed of Trust being designed to facilitate the sale and transfer of said Bonds by said Brooks & Joy to third parties shall not be deemed a merger of the whole title in them but shall stand as a separate, independent title and security in the same manner as if made and delivered to strangers to the title, but said Joy & Brooks shall in all other respects subject to said deed of Trust, be deemed the owners of said portion of said Railroad, materiels and appurtenances upon the terms and in the manner set forth in said Indenture.

Second, said party of the first part for the consideration set forth in said Indenture, Covenants that it has lawful authority to make and execute the conveyance and covenants in said Indenture contained and that should said Brooks & Joy sell and transfer said portion of said Railroad to Chicago Burlington & Quincy Railroad Company and said road to be completed as provided in said Indenture, thenceforth the covenants of the said parties of the second part as to equipping and opperating said road shall cease and be void. It being the understanding of the parties that all the fruits and profits of running such road are to rest in and belong to said Joy & Brooks or to the said Chicago Burlington and Quincy Railroad Company if they shall purchase the same.

In witness whereof said corporation hath set its common seal and caused the same to be executed by Henry L. Bryant its President, and the said Brooks & Joy have hereto set their hands and seals on the day and year first above written, the word "have" on 2nd page interlined before signing.

[SEAL] Peoria & Hanibal Railroad Company,
By HENRY L. BRYANT,
President.

JOHN F. SKINNER
W. BURTT
A. F. HALL

J. W. BROOKS [SEAL]
JAMES F. JOY [SEAL]

Recorded December 12th, 1861.

STATE OF ILLINOIS, } ss.
COUNTY OF FULTON, }

I, Alexander Hull clerk of the Circuit Court and exofficio Recorder for the county of Fulton state aforesaid do hereby certify that the *three* foregoing instruments in writing are well and truly copies as the same appear upon the Land records of said County now in my office in Vol. 51 & 52 of said Record.

Witness my hand and the seal of said Court at Lewistown this 19th day of May A. D. 1868.

[SEAL]

A. HULL,
Clerk.

CONTRACT, April 25, 1868, The Peoria and Hannibal Railroad Company to James F. Joy.

This Agreement, made and entered into this twenty-fifth day of April, A. D. 1868, between the Peoria and Hannibal Railroad Company, of the first part, and James F. Joy of the city of Detroit, in the State of Michigan, party of the second part, witnesseth:—

That whereas, the said first party is desirous of securing the construction of that part of its line of road between Lewiston in Fulton County and Rushville in Schuyler County, Illinois, embracing two sections thereof, one extending from Lewiston to Vermont, and the other from Vermont to Rushville, to thereby establish a railroad communication between Rushville and Chicago and the East.

And whereas, all efforts to that end have heretofore failed.

And whereas, the said road to Lewiston from Rushville as an investment is probably of no value in itself, but may be of some utility to another railroad company with which it may be connected, as contributing additional business to its line of road, and will be of great value to the country through which it runs.

And whereas, from considerations of this nature among others, the said party of the second part has been induced to enter into a contract to advance the money requisite to complete the said sections of said road, and procure it to be equipped and operated and managed so as to accomplish the object of the country which has been struggling to complete the same, upon the terms and for the consideration herein named, to be paid and performed by the said party of the first part.

Therefore, the said Peoria and Hannibal Railroad Company, by virtue of the authority conferred upon it by the Legislature of Illinois, in contemplation of such possible circumstances, have granted, bargained, and sold, and do hereby grant, bargain, sell, and convey to the said James F. Joy, his heirs and assigns, all and singular all their line of road extending and lying between Lewiston in the county of Fulton and Rushville in the county of Schuyler, embracing the aforesaid two sections, the road-bed, right of way, and ground connected therewith, depot grounds, station, station yards, etc., including depot grounds at Rushville, bridges, viaducts, culverts, and

all the rights, appurtenances, privileges, and franchises of the said first party therein and thereto, so far as by law the same may be conveyed by it; and also all timber and material of any kind owned by said first party, and on said right of way, or suitable for the construction of said road.

To have and to hold the same and every part thereof to the party of the second part, his heirs and assigns forever, to his and their sole use and benefit.

And the said party of the second part, for himself, his heirs and assigns, covenants and agrees to and with the said party of the first part that he will procure the iron and other materials for the construction of said sections, and pay for the construction thereof, and furnish the requisite amount of money necessary to complete said road from Lewiston to Rushville, and that he will complete said road and put it in running order as soon as it can conveniently be done, and at as early a period as is consistent with economy, having reference to the season of the year and the weather.

And said second party further covenants and agrees with said first party, either himself to furnish motive powers and rolling stock and materials to run, operate, and maintain said road so to be constructed, or to procure a contract with the Chicago, Burlington and Quincy Railroad Company; under and by virtue of which that company shall equip, operate, maintain, and manage the same; the rolling stock and furniture for such operation and management to be furnished and the operation of said road to be commenced as soon as the line is completed from Lewiston aforesaid to Rushville.

It is, however, understood and agreed by and between both parties that the said Peoria and Hannibal Railroad Company shall make and execute in due form six hundred bonds of one thousand dollars each, of the date of July 1st, A. D. 1868, and payable in ten years, with semi-annual interest coupons attached at the rate of eight per cent interest per annum, payable in New York free of government tax, and also a deed of trust in the usual form, to said James F. Joy as trustee, to secure the payment of said bonds and interest; which said bonds and deeds of trust shall have precedence of the deed, and shall constitute a lien upon those sections and that portion of the road hereby conveyed, and shall transfer and deliver the said bonds to the said second party, as part payment to said second party for the construction, maintenance, and operation of said sections of road.

And said first party also hereby stipulates and agrees, as a further consideration to said second party for the construction, maintenance, and operation of said portion of said road between Lewiston and Rushville, to pay to said second party the sum of two hundred and twenty-three thousand dollars in manner following: seventy-three thousand dollars in Schuyler County bonds of the date of July 1st, A. D. 1868, bearing interest at the rate of six per cent per annum, payable annually in the city of New York, in such manner and at such place there as the State of Illinois shall from time to time pay the interest on the State indebtedness,—which said bonds are issued under the law of the State of Illinois entitled "An act relating to county and city debts, and to provide for the payment thereof by taxation in such counties and cities," approved February 13th, 1865, and are to

be duly registered in the office of the auditor of State as in said act provided, which said bonds are to be delivered by said first party to said second party at the time and in the manner and upon the considerations provided in a certain decree made in the Schuyler County circuit court, on the 26th day of October, A. D. 1867, in a certain cause therein then pending, wherein the board of supervisors of Schuyler County was complainant, and the Peoria and Hannibal Railroad Company and Lewis D. Erwin were defendants; forty-five thousand dollars in township railroad bonds,—fifteen thousand of the township of Pleasant, and thirty thousand of the township of Vermont in the county of Fulton, in the State of Illinois,—which said bonds bear date July 1st, A. D. 1868, all for one hundred dollars each, and are payable on the first day of July, A. D. 1883, with the privilege of said townships to pay the same at any time after July 1st, A. D. 1873, at the option of said townships, and draw coupon interest at the rate of ten per cent per annum, on the first day of July in each year, at the office of the supervisor in said respective townships, and which said last-mentioned bonds were issued under and in accordance with the provisions of an act entitled "An act to authorize the inhabitants of the various townships of Fulton County to subscribe to stock of railroad companies in said county," approved February 22d, 1867, and which said township bonds are to be delivered by said first party to said second party as the work of construction of said section of said road shall progress, and as and when demanded by said second party, his heirs and assigns; and the remaining one hundred and five thousand in money, to be paid in monthly instalments of ten per cent each, payable on the first day of each month, the first instalment to be paid on the first day of June next. And as additional security for the payment of said last mentioned sum of money, the said party of the first part does hereby sell, assign, transfer, and set over to said second party, his heirs and assigns, certain subscriptions to the capital stock of said first party made by certain parties residing in Schuyler, Fulton, and adjoining counties, to the amount of one hundred and five thousand dollars, and hereby authorize and empower said second party to collect said subscriptions as the work progresses, when and as he may deem best, using for that purpose his own name or that of said first party, as in his judgment may be deemed the most convenient and proper.

And the said first party agrees to procure and furnish the right of way one hundred feet in width for said road from Lewiston to Rushville, clear of encumbrance, and free of expense to said second party, as soon and as fast as the same may be needed for the construction of said road; and also all grounds that may be reasonably required for depot purposes at the termini and along the line of said road.

It is also mutually understood and agreed that the road from Lewiston to Rushville to be constructed under this agreement being in itself probably unprofitable, it is nevertheless an object of much importance not only to secure its construction, but also its equipment, continuous operation, and maintenance, and that to secure these ends the party of the first part is willing to and does make the sale and conveyance, assignments and transfers herein mentioned and stipulated, and agrees to pay the moneys herein pro-

vided for: and that in consideration of said conveyance and sale, assignments and transfers, and other considerations herein specified, the said second party covenants and agrees to complete said road from Lewiston to Rushville as herein stipulated, and either to equip, operate, and manage the same himself, or to procure an obligation or contract with and from the Chicago, Burlington and Quincy Railroad Company to complete, equip, and perpetually to maintain and operate the same.

In witness whereof, the Peoria and Hannibal Railroad Company have caused their corporate seal to be hereunto affixed, and the same to be subscribed by their president, and the said party of the second part has hereunto set his hand and seal, the date and year first above mentioned.

PEORIA AND HANNIBAL RAILROAD COMPANY.

[Seal P. & H. R. R. Co.] By CALEB B. Cox, *President.*

Attest: JAS. A. RUSSELL, *Secretary.*

JAMES F. JOY. Seal]

STATE OF ILLINOIS,
COOK COUNTY, } ss.
CITY OF CHICAGO.

Be it Remembered that on the Twenty fifth day of April, A. D. 1868, before me a Notary Public residing in said County of Cook duly commissioned by the Governor of Illinois to take acknowledgments and proof of Deeds and other instruments of writing under seal to be used or recorded in said State of Illinois, personally came Caleb B. Cox, who is known to me to be the person whose name is subscribed to the foregoing Conveyance who being by me duly sworn deposes and says that he resides in Vermont in the County of Fulton and State of Illinois, that he is President of the Peoria and Hannibal Rail Road Company, that the seal affixed to the foregoing conveyence is the corporate seal of said Company, that it was affixed by order of said Company and he signed his name to said conveyance by like order as President of said Company and acknowledged that he executed and delivered the said Deed as his free and voluntary act for the uses and purposes therein set forth and that the said Company also executed and delivered said conveyance as its free and voluntary act for the uses and purposes therein stated.

In witness whereof, I have hereunto set my hand and affixed my seal of office this 25th day of April, 1868.

CHARLES A. DUPEE,
(Seal) *Notary Public.*

DEED, June 14, 1873, James F. Joy to Chicago, Burlington & Quincy Railroad Company.

This Indenture, made this 14th day of June, A. D. eighteen hundred and seventy-three (1873), between James F. Joy, of Detroit, Michigan, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, a corporation organized and existing under and in accordance with the laws of the state of Illinois, party of the second part,

Witnesseth: That, Whereas, on the 25th day of April, A. D. 1868, the title to the railroad and property of the Peoria & Hannibal Railroad Company, hereinafter particularly described, became vested in said first party hereto by deed of the same date from said Peoria & Hannibal Railroad Company to said James F. Joy, first party herein, and

Whereas, said first party became the grantee of said railroad and property, as aforesaid, in trust for the Chicago, Burlington and Quincy Railroad Company:

Now, Therefore, in order to vest the title to the railroad and property of the said Peoria and Hannibal Railroad Company, hereinafter mentioned, in said Chicago, Burlington and Quincy Railroad Company, and in consideration of one dollar to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, the said party of the first part hereby grants, conveys and quit-claims, and by these presents does grant, convey, and quit-claim unto the said party of the second part, its successors and assigns, all and singular the line of railroad extending and lying between Lewistown, in the County of Fulton, and Rushville, in the County of Schuyler, together with the road bed, right of way and ground connected therewith, depot grounds, stations, station houses, bridges, viaducts, culverts, timber and materials, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes and all the appurtenances, rights, privileges and franchises of said first party therein and thereto so far as by law the same may be conveyed by him.

To Have and to Hold the said railroad and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

And the said party of the first part, for himself and his heirs, executors and administrators, does covenant, promise and agree, to and with said party of the second part, its successors and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned railroad property and appurtenances, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged or incumbered in any way or manner whatsoever.

In Witness Wherof, the party of the first part has hereunto set his hand and seal the day and year first above written.

JAMES F. JOY (Seal)

STATE OF MICHIGAN, }
COUNTY OF WAYNE, } ss.

On this 23d day of July, A. D. 1873, before me a Notary Public in and for said county, personally appeared James F. Joy, to me known to be the same person described in and who executed the above instrument, who acknowledged the same to be his free act and deed.

J. E. GRIFFITH,
Notary Public,
Wayne County, Michigan.

(Seal)

Recorded August 5, 1873.

AGREEMENT, May 7, 1868, James F. Joy and Chicago, Burlington & Quincy Railroad Company.

This Indenture, made and executed the seventh day of May, A. D. 1868, by and between James F. Joy of Detroit, Michigan, party of the first part, and the Chicago, Burlington and Quincy Railroad Company of the second part, witnesseth:—

First—That the said Joy has by contract with the Peoria and Hannibal Railroad Company, dated April 25, A. D. 1868, purchased of said corporation all that part of its road now being built and completed, consisting of two sections thereof, lying between Lewiston in Fulton County and Rushville in Schuyler County, Illinois, with all the depot lands, rights of way, and all other rights, franchises, property, easements, privileges, and appurtenances belonging thereto, subject to a mortgage made thereon by said corporation to secure the payment of six hundred bonds of one thousand dollars each, dated July 1st, A. D. 1868, payable in ten years, with semi-annual coupons for the interest thereon at the rate of eight per cent per annum, payable in New York, free from government tax; and in and by said contract with said Joy, said corporation as a consideration for the covenants of said Joy contained in said contract to complete the building of said road, and to cause the same to be equipped and run in the manner therein set forth, has delivered and transferred said bonds to said Joy, and has, in addition to the conveyance of said sections of said road, also delivered or contracted to deliver and to pay to said Joy certain securities and moneys described in said contract, for full description of all which reference is to be had to said contract of said Joy with said corporation.

Second—That it has thereupon been agreed between the said Joy and said party of the second part that said Joy shall transfer and convey, and he does hereby transfer and convey, to said party of the second part, the said sections of the said road thus purchased by and conveyed to him, subject to the mortgage aforesaid, with all the property, rights, franchises, and easements described and referred to in said agreement between said Joy and said Peoria and Hannibal Railroad Company, saving and excepting said bonds, securities, and payments, made and delivered or to be made and delivered to said Joy by said railroad company, all of which are to be retained by said Joy.

And further, that said Joy shall proceed to complete the building of said railroad; and it has also been agreed, and said party of the second part doth hereby agree, that whensoever said road shall be so far completed as to be ready to run, said party of the second part shall furnish the equipment or rolling stock necessary to run said road, and will operate and maintain the same in the manner provided in the covenants of said Joy with said Peoria and Hannibal Railroad Company, in his said agreement with them set forth.

Third—And the said party of the second part, in consideration of the premises, doth hereby further covenant and agree with said Joy, and with each and all the parties to whom said Joy may sell said bonds, that it will, after it shall commence to operate and run said road, cause to be kept

distinct and separate accounts of all business of said road, and also of all business which may pass to or from it over the whole or any part of the line of roads now or hereafter owned by it; and after deducting fifty per cent of the gross earnings and proceeds of said business, apply the remaining fifty per cent, first to the payment of the interest of, and second to the purchase of, said six hundred one thousand dollar mortgage bonds so issued by the Peoria and Hannibal Railroad Company as aforesaid, upon the terms and in the manner following, that is to say:—

Said party of the second part, in the months of December and June in each year, until all of said bonds have been purchased by it, or until it shall have notified its readiness to purchase all of the same in the manner hereinafter set forth, will cause an account to be made up of the gross earnings aforesaid for the six months next preceding the first day of each of said months, and will on the first days of January and July following, apply such part of fifty per cent thereof as may be necessary for the payment of the interest on such of said mortgage bonds as shall then from time to time remain outstanding or not purchased by it.

And the surplus of said fifty per cent of said gross earnings, whenever the same shall amount to not less than fifty thousand dollars, will apply to the purchase of said mortgage bonds if the same can be purchased at a rate not exceeding par and accrued interest, and to the end will cause advertisements for a reasonable period to be published in one or more newspapers in the cities of New York and Boston, inviting proposals for the sale to it of said bonds at not exceeding the rate aforesaid; and if at the date fixed at the opening of said proposals, offers sufficient to absorb the fund aforesaid shall not have been made to sell said bonds to the party of the second part, the balance of the fund thus proposed to be applied shall be retained by it and added to the next semi-annual sum applicable to the payment of interest and to the purchase of said bonds.

And if at or after the expiration of five years from the date of said bonds, any sums then thus retained, together with the semi-annual sums applicable to the purchase of said bonds, be sufficient to purchase all of the same at the rate aforesaid, and proposals to sell the whole of the same to said party of the second part shall not have been made as aforesaid, or shall not be made upon notice published twice a week for three successive weeks in the newspapers aforesaid, fixing a further period of thirty days for such proposals, said party of the second part is to retain to its own use any surplus, and its obligation to purchase said bonds and pay said interest is to cease.

And further, inasmuch as the completion of said road may be delayed so that an insufficient sum will be realized to pay interest due on said mortgage bonds the first day of January next, or on the first days of July and January next succeeding, said party of the second part hereby agrees to pay said interest, retaining the amount thus paid out of the fifty per cent of gross earnings first realized.

Fourth—It is further agreed, by and between said Joy and said party of the second part, that if the proceeds of the sale of said mortgage bonds, and of said securities so delivered to said Joy by said Peoria and Hannibal

Railroad Company, together with the moneys paid or to be paid to said Joy by said corporation under their said agreement with him, shall, contrary to the expectation of both parties hereto, be insufficient to build and complete said road, said party of the second part will pay to said Joy such sum of money as may be necessary to complete the same.

And the said Joy, on his part in consideration thereof, hereby agrees to pay over to the party of the second part any surplus which may remain of the money or proceeds of securities aforesaid, after the completion of said road.

In witness whereof, the parties hereto have subscribed this instrument, the Chicago, Burlington and Quincy R. R. Company by Nathaniel Thayer, Sidney Bartlett, and John W. Brooks, thereto duly authorized, and have affixed hereto their respective seals the day and year above written.

JAMES F. JOY. [Seal]

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By S. BARTLETT,
J. W. BROOKS,
N. THAYER,
Committee.

TRUST MORTGAGE, April 25, 1868. The Peoria and Hannibal Railroad Company to James F. Joy, Trustee.

This mortgage covers the Peoria and Hannibal Railroad, and secures an issue of bonds amounting to $600,000. These bonds are dated July 1, 1868, have ten years to run, bear interest at the rate of eight per cent, payable semi-annually, and mature July 1, 1878.

This Indenture, made this twenty-fifth day of April, in the year of our Lord one thousand eight hundred and sixty eight, between the Peoria and Hannibal Railroad Company, a corporation duly created and organized by and under the laws of the State of Illinois, party of the first part, and James F. Joy, in the city of Detroit and State of Michigan, of the second part, witnesseth:—

Whereas, the said Peoria and Hannibal Rail Road Company, pursuant to the terms of the statutes of said State of Illinois incorporating it, and the amendments thereto, and other statutes of said State affecting it, is engaged in constructing a railroad from the town of Rushville in the county of Schuyler, by way of Vermont, Lewiston, and Canton in said county, to the terminus of the Peoria and Bureau Valley Rail Road at Peoria. And whereas, the said Peoria and Hannibal Rail Road Company are desirous of borrowing money to an amount not exceeding six hundred thousand dollars, to aid it in constructing the two sections of said road between Lewiston and Rushville, to be applied to the purchase and transportation of or in payment for iron, materials, superstructures, and equipments for said road or such part thereof, and has resolved to execute and has executed bonds of said company therefor, as follows, to wit: six hundred (600) in sums of one thousand dollars ($1,000) each, bearing date

the first (1st) day of July in the year one thousand eight hundred and sixty-eight, payable on the first (1st) day of July in the year one thousand eight hundred and seventy-eight, bearing interest at the rate of eight per centum per annum, free of government tax, and payable semi-annually on the first day of each July and January, until said principal shall be paid, at the banking house of the Bank of Commerce in the city of New York, where both principal sum and interest are payable; said bonds to stand all equally secured by these presents, according to their amounts, notwithstanding the same may be issued at different times, and are numbered consecutively from one (1) to six hundred (600) inclusive, each of said bonds being authenticated by a certificate signed by the said party of the second part.

Now, therefore, this indenture witnesseth that the said The Peoria and Hannibal Rail Road Company, in order to secure the payment of said bonds and the interest thereon, and in consideration of the sum of five dollars to it in hand paid by the said party of the second part, at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents does grant, bargain, sell, transfer, and convey to the said party of the second part, his successors in the trust hereby created, and assigns, all the following present and in future to be acquired property of the said company, and all the right, interest, and equity of redemption therein, that is to say: all that part of the said Rail Road of said party of the first part, made and to be made, which lies between the depot of the said first party at the said town of Rushville, in the county of Schuyler and State of Illinois, and the depot of the said first party at Lewistown, in the county of Fulton in the State aforesaid, embracing the aforesaid two sections of said road, and including the depot at the said town of Rushville, and the right of way and the land occupied thereby, together with the superstruction and track thereon, and all the iron chairs and spikes, timber, materials furnished, and property purchased or to be purchased for the construction and equipment of the section of road hereby conveyed, and wherever the same may be, whether now upon said premises or elsewhere, all depot and station grounds and the buildings thereon and to be erected thereon, all the side tracks, bridges, viaducts, culverts, fences, ties, tools, or other personal property of said first party, now on said mortgaged premises, or belonging thereto, or purchased or procured for the construction thereof, though elsewhere situated; and all the rights, appurtenances, privileges, and franchise of said company in and to said mortgaged premises, or in any manner belonging thereto or connected therewith, so far as by law the said first party is authorized to convey the same, together with the net revenues and earnings and profits to be derived from the said Rail Road hereby conveyed.

To have and to hold the said premises and every part thereof, with the appurtenances, unto the said party of the second part, his successors in said trust and assigns, but upon the following trust, that is to say: in case the said Peoria and Hannibal Rail Road Company shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds

secured and intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor hereof, and for ten days thereafter, then and in such case all of said bonds, both principal sum and interest, shall thereupon immediately become due and payable, and upon request of the holders of any one of said bonds, the said party of the second part, or his successors in said trust and assigns, may enter into and take possession of all or any part of said premises, and as the attorney in fact or agent of the said first party, by himself or agent duly constituted, have, use, and employ the same, making from time to time the needful repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal sum and interest of said bonds remaining unpaid; or the said party of the second part, his successors in said trust and assigns, at his or their discretion, may, or on the written request of the holders of any one of the said bonds, then unpaid, *shall* cause the said premises, or so much thereof as shall be necessary to pay and discharge the principal and interest of all of said bonds as may be unpaid, together with all the expenses of sale, to be sold at public auction, at the north door of the court-house in the city of Chicago, in said State of Illinois, giving thirty days' notice of the time and place and terms of such sale by publishing the same in one of the principal newspapers in the city of Chicago at the time being, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said The Peoria and Hannibal Rail Road Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to said premises, or any part thereof; and said trustee shall, after deducting from the proceeds of such sale the costs and expenses thereof, and of managing said property, apply so much of the said proceeds as may be necessary to the payment of said principal and interest on said bonds then unpaid, and shall restore the residue thereof to the party of the first part, its successors or assigns: it being expressly understood and agreed that in no case shall any claim or advantage be taken of any valuation, appraisement, redemption, or extension laws, by the said party of the first part, its successors or assigns, nor any injunction or stay of proceedings or any process be obtained or applied for by it or them, to prevent such entry or sale and conveyance as aforesaid. It is also hereby expressly agreed and understood that it shall be lawful for the said company or its successors to dispose of the current net revenues of said road hereby conveyed, in such manner as it or they shall elect, until default shall be made in the payment of the interest or principal of said bonds or of some one of them.

And the said Peoria and Hannibal Rail Road Company, for itself, its successors and assigns, does hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said party of the second part, his successors in said trust and assigns, for more fully carrying into effect the objects and purpose of these presents, and of making them embrace the property and

effects so expressed or intended to be conveyed. It is hereby mutually agreed, and these presents are upon the express condition that upon the payment of the principal sum and interest of said bonds, the estate hereby granted to the said party of the second part shall be void, and the right to the premises hereby conveyed shall revert to and revest in said first party, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act. It is also further mutually agreed that the said party of the second part, his successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him, when such agent shall be selected or employed with reasonable discretion; and that the said second party, and his successor in said trust and assigns, shall be entitled to reasonable compensation for his labor and services, in case he shall be compelled to take possession of said premises or any part thereof, or manage the same. It is hereby further mutually agreed that in case of the death, mental incapacity, or resignation, or refusal of said trustees to act in the matter of said trust, all his right, estate, interest, power, and control in the premises shall be divested, cease, and determine (and upon the appointment of another to said trust, which may be done by the mutual agreement of said railroad company and the majority of the holders of said bonds; and in case of failure to agree, the holders of the majority of said bonds may apply to any court in the State of Illinois having jurisdiction in the premises, to appoint some proper person); and such new trustee shall become vested for the purpose aforesaid with all the right and interest and power requisite to enable him to execute the purpose of this trust, without any further or other assurance or conveyance for the same: but should it be desirable or necessary, both or either of the parties hereto shall execute and deliver any and all necessary release or conveyance for that purpose. And said second party hereby accepts the trust hereby created.

In witness whereof, the said Peoria and Hannibal Rail Road Company has caused its corporate seal to be hereto affixed, and the same to be subscribed by its president, and the said party of the second part has hereunto set his hand and seal the day and year first above written.

Peoria and Hannibal Rail Road Company,

[SEAL] *By* CALEB B. COX, *President.*

Attest: JAMES A. RUSSELL, *Secretary.*

JAMES F. JOY. [SEAL]

The bonds issued under this deed of trust and each of them have thereon a government stamp of the denomination of one dollar as the law requires.

CALEB B. COX, *President.*

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

CITY OF CHICAGO.

Be it remembered that on this twenty-fifth day of April, A. D. 1868, before me, a notary public, residing in said county of Cook, duly com-

missioned by the governor of Illinois to take acknowledgment and proof of deeds and other instruments in writing under seal, to be used and recorded in said State of Illinois, personally came Caleb B. Cox, president of the Peoria and Hannibal Railroad Company, who is known to me to be the person whose name is subscribed to the foregoing conveyance, who, being by me duly sworn, deposes and says that he resides in Vermont, in the county of Fulton and State of Illinois; that he is president of the Peoria and Hannibal Rail Road Company; that he knows the corporate seal of said company; that the seal affixed to the foregoing conveyance is the corporate seal of said company, and he signed his name to said conveyance by like order as president of said company, and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth; and that the said company also executed and delivered said conveyance as its free and voluntary act for the uses and purposes therein stated.

In witness whereof, I have hereunto set my hand and affixed my seal of office, this twenty-fifth day of April, A. D. 1868.

[SEAL] CHARLES A. DUPEE,
Notary Public.

STATE OF ILLINOIS, }
SCHUYLER COUNTY. } ss.

RECORDER'S OFFICE, RUSHVILLE, ILL., May 5, A. D. 1868.

I, Simon Doyle, clerk of the Circuit Court, and *ex officio* recorder for said county, do hereby certify that the instrument to which this certificate is annexed has been this day duly recorded in this office, in book 38, on page 224.

Witness my hand and the seal of said court the day and year above written.

[SEAL] SIMON DOYLE, *Recorder.*

STATE OF ILLINOIS, }
FULTON COUNTY. } ss.

I, Alexander Hull, clerk of the Circuit Court and *ex officio* recorder, in and for said county, do hereby certify that the annexed instrument was this day duly recorded on the land records of said county, in book 73, at page 366.

Witness my hand and the seal of said court, at Lewiston, this 11th day of May, 1868.

[SEAL] A. HULL, *Clerk and Recorder.*

No. 48,221.

STATE OF ILLINOIS, }
SCHUYLER COUNTY. } ss.

I, Charles W. Worthington, clerk of the Circuit Court and ex officio recorder of Schuyler County do hereby certify that the foregoing is a true, perfect and complete copy of a certain instrument numbered 188, and

recorded in book 38 of deeds page 224 of the Recorder's office of Schuyler County.

Witness my hand and seal this 5th day of October, 1909.

C. W. WORTHINGTON,
Circuit Clerk & Recorder
of Schuyler County.
By JOHN C. WORK,
Deputy Recorder.

[SEAL]

AGREEMENT, June 15, 1888, The Peoria and Hannibal Railroad Company and Sidney Bartlett, H. H. Hunnewell and Henry Parkman, Trustees, and James F. Joy, Trustee.

This Agreement, made and entered into this fifteenth day of June, A. D. One Thousand, Eight Hundred and Eighty Eight (1888), by and between the Peoria and Hannibal Railroad Company, a corporation of the State of Illinois, party of the first part, and the Chicago, Burlington and Quincy Railroad Company and Sidney Bartlett, H. H. Hunnewell and Henry Parkman, Trustees, parties of the second part;

Witnesseth: Whereas, the first party, of date April 25th, 1868, executed and caused to be recorded a first mortgage or trust deed upon its entire road and property and franchises, as described in said mortgage, to James F. Joy, Trustee, to secure certain bonds to be issued for the construction and completion of its road; and

Whereas, bonds of date July 1, 1868, and having (ten) years to run to maturity, were duly and regularly issued and certified by the trustees under said mortgage, to the amount of Six Hundred Thousand (600,000) Dollars in the aggregate, said bonds bearing interest from their date at the rate of eight (8) per cent per annum, payable semi-annually; and

Whereas, said bonds were sold on the market; and the said Sidney Bartlett, H. H. Hunnewell and Henry Parkman, as Trustees, under a certain mortgage or trust deed, executed to them of date July 1st, 1873, by the Chicago, Burlington and Quincy Railroad Company, have become the purchasers and are now the holders of a majority of said bonds; and

Whereas, the Chicago, Burlington and Quincy Railroad Company has become the purchaser and is now the holder of all the remainder of said bonds; all of which said bonds, together with the interest thereon up to this date, at the rate of eight (8) per cent per annum, payable semi-annually, are now due and wholly unpaid; and

Whereas, the party of the first part has made application to the parties of the second part for an extension of the time of payment of the said bonds and interest:

Now Therefore, it is agreed between the parties hereto that the first party will pay the principal of all said bonds, aggregating $600,000, as aforesaid, on the first day of July, A. D. 1903, and will pay interest thereon from and after this date at the rate of eight (8) per cent per annum, payable semi-annually, on the first day of July and the first day of January in each year. The first party further agrees to pay, on the said first day of July, 1903,

all the interest now due upon said bonds and unpaid, together with interest upon said overdue interest at the rate of six (6) per cent per annum.

In consideration whereof, the parties of the second part agree to extend the time of payment of the principal of said bonds and of the interest now due thereon until said July 1, 1903, and to forbear to sue or institute proceedings before said date to foreclose the mortgage securing said bonds by reason or on account of any default thereon which has occurred previous to the date hereof.

It is further stipulated and agreed between the parties that the said debt evidenced by said bonds and interest shall be and remain in all respects secured by said mortgage or trust deed, of date April 25, 1868, to James F. Joy, Trustee, with full right and power in the second parties and in said trustee to enforce said mortgage and all their legal rights and remedies thereunder, in all respects the same as if this agreement for extension had not been made, except as herein modified as to time of payment.

And it is expressly agreed and understood that nothing herein contained shall be held or construed to impair the right of any person or parties entitled thereto to sue for and recover any installment or amount of interest hereafter falling due upon said bonds, or any one of them, as above provided, or to foreclose said mortgage on account of such future default in the payment of interest; but all such rights and remedies of suit and of foreclosure, in default of payment of such interest, are preserved in full force, as set forth in the mortgage.

It is further understood and agreed that the agreement for extension of time of payment and promise to pay said bonds and interest July 1st, 1903, is to be stamped upon each of said bonds in such form as may be agreed upon.

In witness whereof, the parties hereto have set their hands and seals, the day and year first above written.

The Peoria and Hannibal Railroad Company,

[SEAL] *By* J. L. LATHROP, *President*.

Attest:

L. O. GODDARD, *Secretary*.

S. BARTLETT.
H. H. HUNNEWELL.
HENRY PARKMAN.
Trustees.

Chicago, Burlington and Quincy Railroad Company,

[SEAL] *By* C. E. PERKINS, *President*.

Attest:

T. S. HOWLAND, *Secretary*.

The undersigned, trustee in the certain trust deed or mortgage executed by the Peoria & Hannibal Railroad Company, of date April 25, 1868, hereby assents and agrees to the annexed and foregoing contract, of date June 15, 1888, between said Railroad Company and the holders of the bonds issued under said mortgage, for an extension of said mortgage and of the time

of payment of said bonds and the overdue interest thereon until July 1st, 1903.

And I hereby continue my acceptance of said trust.

JAS. F. JOY, *Trustee.*

AGREEMENT, May 8, 1905. The Peoria and Hannibal Railroad Company and Henry Parkman, et al., Trustees.

This Agreement made this 8th day of May 1905, by and between the Peoria and Hannibal Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and Henry Parkman, George H. Richards and A. G. Stanwood, Trustees, parties of the second part, *Witnesseth*:

Whereas on the 25th day of April, 1868, the party of the first part, in order to obtain funds for the construction of its railroad from the Town of Rushville, in the County of Schuyler, by way of Vermont, Lewiston and Canton in said county, to the terminus of the Peoria and Bureau Valley Railroad at Peoria in the State of Illinois, conveyed to James F. Joy, Trustee, and his successors in trust,

"All the following present and in the future to be acquired property of said company, and all the right, interest and equity of redemption therein, that is to say, all that part of the said railroad of said party of the first part (Peoria and Hannibal Railroad Company) made and to be made, which lies between the depot of the said first party at the said town of Rushville in the County of Schuyler and State of Illinois, and the depot of the said first party (Peoria and Hannibal Railroad Company) at Lewiston in the County of Fulton in the State aforesaid, embracing the aforesaid two sections of said road, and including the depot at the said town of Rushville and right of way and land occupied thereby, together with the superstruction and track thereon and all the iron chairs and spikes, timber, materials furnished and property purchased or to be purchased for the construction and equipment of the sections of road hereby conveyed, and wherever the same may be whether now upon said premises or elsewhere, and all depot and station grounds and the buildings thereon and to be erected thereon, all the side tracks, bridges, viaducts, culverts, fences, all ties, tools and other personal property of said first party (Peoria and Hannibal Railroad Company) now on said mortgaged premises or belonging thereto or purchased or procured for the construction thereof though elsewhere situated, and all the rights, appurtenances, privileges and franchises of said company in and to said mortgaged premises, or in any manner belonging thereto or connected therewith so far as by law, the said first party (Peoria and Hannibal Railroad Company) is authorized to convey same, together with the net revenue and earnings and profits to be derived from the railroad hereby conveyed,"

in trust nevertheless to secure the payment of an issue of bonds for the total sum of six hundred thousand dollars ($600,000), which trust deed was acknowledged on the 25th day of April, 1868, and recorded as follows, in the Recorder's office of Schuyler County on May 25th, 1868, in Book 38 on page 224; and in the recorder's office of Fulton County on May 14th, 1868, in Book 73 at page 366.

And Whereas said trust was accepted by the said James F. Joy, and the said James F. Joy acted as trustee thereunder until September 24th, 1896, when he died,

And Whereas the said trust is still in *esse* and unexecuted but cannot be administered for want of a trustee.

And Whereas it is provided in and by said trust deed that

In case of the death, mental incapacity or resignation or refusal of said trustee to act in the matter of said trust, all his right, estate, interest, power and control in the premises shall be divested, cease and determine, and upon the appointment of another to said trust, which may be done by mutual agreement of said railroad company, and the majority of the holders of said bonds* * *such new trustee shall become vested for the purpose aforesaid with all the right and interest and power requisite to enable him to execute the purposes of this trust without any further or other assurance or conveyance for the same.

And Whereas the parties of the second part are the holders and owners of a majority of said bonds, to wit, all of said bonds.

Now Therefore, in consideration of the premises and of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, it is agreed that Geo. B. Dunbar, of Chicago, Illinois, be and he is hereby appointed trustee in the place and stead of James F. Joy, deceased, with all the right, interest and power held and enjoyed by the said James F. Joy under said trust deed.

In Witness Whereof the parties hereto have caused this instrument to be executed the day and year first above written.

[SEAL] Peoria and Hannibal Railroad Company,
Its President.

Attest:
H. W. WEISS,
Secretary

HENRY PARKMAN,
G. H. RICHARDS,
A. G. STANWOOD,
Trustees.

I hereby accept the appointment as trustee in the place of James F. Joy, deceased, under the aforesaid trust deed. GEO. B. DUNBAR.

Form Approved:
C. M. DAWES.

RECORDED IN ILLINOIS

County	Date	Book	Page
SCHUYLER	August 21, 1905	80	477
FULTON	September — —	261	—

RELEASE, March 7, 1906, Geo. B. Dunbar, Trustee, to The Peoria and Hannibal Railroad Company.

Know All Men By These Presents, That I, Geo. B. Dunbar, of Chicago, Illinois, duly appointed and qualified as successor in trust to James F. Joy,

trustee, in accordance with the terms and conditions of the trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, remise release, convey and quit-claim unto the Peoria & Hannibal Railroad Company, a corporation organized and existing under the laws of the State of Illinois, all the right, title and interest of every nature and description whatsoever which I may have acquired in, to or by a certain Trust Deed dated April 25, 1868, and recorded as follows:— In the Recorder's Office of Schuyler County, Illinois, May 5, 1868, in Book 38, page 224; in the Recorder's Office of Fulton County, Illinois, May 14, 1868, in Book 73, at page 366, to the premises therein described, to wit:

All the following present and in future to be acquired property of the said company, and all the right, interest and equity of redemption therein, that is to say: all that part of the said railroad of said party of the first part, made and to be made, which lies between the depot of said first party at the said town of Rushville in the County of Schuyler and State of Illinois, and the depot of the said first party at Lewistown, in the County of Fulton in the State aforesaid, embracing the aforesaid two sections of said road and including the depot at the said town of Rushville, and the right of way and land occupied thereby, together with the superstruction and track thereon, and all the iron chairs and spikes, timber, materials furnished and properly purchased or to be purchased for the construction and equipment of the sections of road hereby conveyed, and wherever the same may be, whether now upon said premises or elsewhere, all depot and station grounds and the buildings thereon and to be erected thereon, all the side tracks, bridges, viaducts, culverts, fences, all ties, tools, or other personal property of said first party now on said mortgaged premises, or belonging thereto, or purchased or procured for the construction thereof, though elsewhere situated, and all the rights, appurtenances, privileges and franchises of said company in and to said mortgaged premises or in any manner belonging thereto or connected therewith, so far as by law the said first party is authorized to convey the same, together with the net revenues and earnings and profits to be derived from the railroad hereby conveyed.

also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, I have hereunto set my hand and seal this 7th day of March, 1906.

GEORGE B. DUNBAR, [SEAL]
Successor in trust.

Form approved:
C. M. DAWES.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

I, Herbert Haase, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Geo. B. Dunbar, successor in trust, personally known to me to be the same person who executed the

foregoing instrument as successor in trust, appeared before me this day in person and acknowledged that he executed said instrument as successor in trust, as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this 7th day of March, 1906.

[SEAL] HERBERT HAASE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
SCHUYLER	March 16, 1906	77	213
FULTON	March 20, 1906	268	263

LEASE, March 15, 1899, The Peoria and Hannibal Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture of Lease, made and entered into this fifteenth day of March, A.D. 1899, by and between the PEORIA & HANNIBAL RAILROAD COMPANY, a corporation created, organized, and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created, organized, and existing under and by virtue of the laws of the same state, party of the second part:

Witnesseth: THAT, Whereas, the party of the first part is the owner of and maintains a railroad extending from a point about four (4) miles south of the town of Canton, in Fulton County, Illinois, southerly, via Lewistown and Vermont, to Rushville, in Schuyler County, Illinois, a distance of about forty two (42) miles; and,

Whereas, the said first party has heretofore, in order to procure funds to pay for the construction and equipment of its road, and other lawful purposes, been compelled to borrow large sums of money, for which it has issued its mortgage bonds, and for which it is now liable with interest; and,

Whereas, the said party of the second part owns a line of railroad extending from Chicago to said point near Canton, to a connection with the railroad of the first party; and it is believed to be for the mutual interest of the two Companies and of the public, that the said first party's railroad and property shall be leased to and operated by the second party; and,

Whereas, with this purpose in view, meetings of the respective boards of directors of said corporations have been duly and legally called and held, at which the lease and agreements herein contained were considered and agreed upon:

NOW, THEREFORE, this Indenture Witnesseth: That the party of the first part, the Peoria & Hannibal Railroad Company, in consideration of the stipulations and agreements herein contained, to be kept and performed by the party of the second part, has granted, demised, and leased, and does hereby grant, demise, and lease, to the said party of the second part, the Chicago, Burlington & Quincy Railroad Company, its successors and as-

signs, for the period hereinafter stated, all and singular its railroad above described, and extending from said point near Canton to Rushville, together with all rights of way and depot and other lands, or interests therein, belonging to or connected with the said railroad; all station houses and other buildings and structures belonging thereto, or used in connection therewith; together with all fixtures and appurtenances of said railroad, and all other property, of every kind and description belonging to or appertaining to the said railroad, or any part thereof.

To Have And To Hold the said railroad, and the premises and property above mentioned and described, unto the said Chicago, Burlington & Quincy Railroad Company, for the period hereinafter named.

The said party of the second part, in consideration of the premises, does hereby covenant and agree with the party of the first part, it successors and assigns to take immediate possession of the said demised railroad and other property above mentioned and described, and to keep the said railroad equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public, and to pay or cause to be paid all taxes and assessments that may be lawfully charged or assessed against said railroad and property, or any part thereof, and to keep the said railroad and property and equipment in good condition and repair, and to return the same to the party of the first part, at the expiration of this lease, in as good condition and repair as they are at the commencement thereof.

The said party of the second part, in addition to the foregoing, and as rental for the use of the railroad and other property, demised as aforesaid, agrees to pay the interest upon all the bonds issued by the party of the first part, as aforesaid, and now outstanding, and the interest upon any renewals or extensions or replacements of said bonds, or any of them, as and when the several installments of the said interest mature and become due and payable; the interest coupons attached to the said several bonds being taken up and cancelled by the party of the second part as they respectively mature.

This lease shall take effect on the date hereof, and shall continue in force for the period of twenty-five (25) years from March fifteenth, 1899.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

PEORIA & HANNIBAL RAILROAD COMPANY,

(Seal) *President.*

Attest: By, C. I. STURGIS,

H. W. WEISS,

Secretary.

CHICAGO, BURLINGTON & QUINCY, RAILROAD COMPANY,

(Seal) By, C. E. PERKINS,

Attest: *President.*

H. W. WEISS,

Asst. Secretary.

[U. S. REVENUE STAMP]

DEED, June 1, 1899, The Peoria & Hannibal Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Peoria and Hannibal Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth*, That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Lewistown, in Fulton County, extending thence southwesterly to Rushville, in Schuyler County, a distance of about thirty-two and sixty-six hundreths (32.66) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, and has offered to purchase the remaining interests, property, and franchise of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and

pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE PEORIA AND HANNIBAL RAILROAD COMPANY,

(Seal) By C. I. STURGIS,
President.

Attest:
H. W. WEISS,
Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

(Seal) By C. E. PERKINS,
President.

Attest:
T. S. HOWLAND,
Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 15 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of The Peoria and Hannibal Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said The Peoria and Hannibal Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and volun-

tary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 15 day of June, A. D. 1899.

HERBERT HAASE,
(Seal) Notary Public for said County and State.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

Be it remembered, that, on this 14th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14th day of June, A. D. 1899.

W. F. MCFARLAND,
(Seal) Notary Public for said County and State.

No. 128843.
STATE OF ILLINOIS, }
COUNTY OF FULTON. } ss.

Filed for record, this 23 day of June 1899, at 6 o'clock and 10 minutes P M., and recorded in Book 221 of Miscellaneous at pages 573 to 576 inclusive.

R. E. GRIFFITH,
(Seal) *Recorder of Deeds.*
by W. B. Gillam, Deputy.

No. 35635.
STATE OF ILLINOIS, }
COUNTY OF SCHUYLER. } ss.

Filed for record, this 24th day of June 1899, at 8 o'clock and 30 minutes A M., and recorded in Book 72 of Deeds at pages 281 to 283 inclusive.

ELI B. DIXON,
Recorder of Deeds.

THE BURLINGTON BRIDGE

The steel Railroad Bridge across the Mississippi River at Burlington, Iowa, was begun in January, 1867, and completed in August, 1868. It was built by the Chicago, Burlington & Quincy Railroad Company as a part of its railroad.

Being across a navigable stream, specific authority from Congress was necessary, and is found in the Act of Congress in force July 25, 1866, which granted to the Chicago, Burlington & Quincy Railroad Company the right to construct this Bridge, "having first obtained authority therefor from the States of Illinois and Iowa."

Authority from the State of Illinois is found in the Eighth Section of the General Law approved February 28, 1854, (see page 3) specifically authorizing railroad companies formed under the Act to "construct their road across or over any stream into any adjoining State by such bridge or bridges as may be necessary to the convenience of the extension or consolidation of said road."

The Chicago, Burlington & Quincy Railroad Company was formed under this Law, which became, and has always been held to be, a part of its Charter.

Additional authority from Illinois is found in a Special Act of the Illinois Legislature, in force February 12, 1853, authorizing "The Peoria and Burlington Railroad Bridge Company to build a bridge across the Mississippi River at Burlington," and giving to the Bridge Company the power "to sell the privileges of said Company to any company or corporation, on such terms as they may agree upon."

This Act was procured in the interest of the Chicago, Burlington & Quincy Railroad Company, which acquired the franchises of said Bridge Company.

The authority from the State of Iowa is found in Chapter 130 of the Laws of Iowa, passed by the General Assembly of that State (1864) authorizing any Railroad to construct a railroad bridge across the Mississippi River, "extending towards

any point of the opposite bank that may be selected by such Company."

The bridge at Burlington is thirty-eight hundredths of a mile in length, of which thirty-two hundredths are in Illinois and six hundredths are in Iowa.

This bridge was entirely rebuilt, as a double-track railroad bridge. The work of rebuilding began in July, 1890, and was completed and the bridge put into service as a double-track bridge in October, 1892.

ACT OF CONGRESS

Approved July 25, 1866.

AN ACT to authorize the construction of certain bridges and to establish them as post roads.

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That it shall be lawful for any person or persons, company or corporation, having authority from the States of Illinois and Missouri for such purpose, to build a bridge across the Mississippi river at Quincy, Illinois, and to lay on and over said bridge, railway tracks, for the more perfect connection of any railroads that are or shall be constructed to the said river at or opposite said point, and that when constructed, all trains of all roads terminating at said river, at or opposite said point, shall be allowed to cross said bridge for reasonable compensation, to be made to the owners of said bridge, under the limitations and conditions hereinafter provided. And in case of any litigation arising from any obstruction or alleged obstruction to the free navigation of said river, the cause may be tried before the District Court of the United States of any State in which any portion of said obstruction or bridge touches.

§ 2. *And be it further enacted,* That any bridge built under the provisions of this act may, at the option of the company building the same, be built as a draw bridge, with a pivot or other form of draw, or with unbroken or continuous spans: *Provided,* that if the said bridge shall be made with unbroken and continuous spans, it shall not be of less elevation, in any case, than fifty feet above extreme high water mark as understood at the point of location, to the bottom chord of the bridge, nor shall the spans of said bridge be less than two hundred and fifty feet in length, and the piers of said bridge shall be parallel with the current of the river; and the main span shall be over the main channel of the river and not less than three hundred feet in length; *and provided, also,* that if any bridge built under this act shall be constructed as a draw bridge, the same shall be constructed as a pivot draw bridge, with a draw over the main channel of the river at an accessible and navigable point, and with spans of not less than one hundred and sixty feet in length in the clear on each side of

the central or pivot pier of the draw, and the next adjoining spans to the draw shall not be less than two hundred and fifty feet; and said spans shall not be less than thirty feet above low water mark, and not less than ten above extreme high water mark, measuring to the bottom chord of the bridge, and the piers of said bridge shall be parallel with the current of the river; *and provided, also,* that said draw shall be opened promptly, upon reasonable signal, for the passage of boats whose construction shall not be such as to admit of their passage under the permanent spans of said bridge, except when trains are passing over the same; but in no case shall unnecessary delay occur in opening the said draw, during or after the passage of trains.

§ 3. *And be it further enacted,* That any bridge constructed under this act, and according to its limitations, shall be a lawful structure, and shall be recognized and known as a post route; upon which, also, no higher charge shall be made for the transmission over the same of the mails, the troops, and the munitions of war of the United States, than the rate per mile paid for their transportation over the railroads or public highways leading to the said bridge.

§ 4. *And be it further enacted,* That it shall be lawful for the Chicago, Burlington and Quincy Railroad Company, a corporation whose road has been completed to the Mississippi river and connects with a railroad on the opposite side thereof, having first obtained authority therefor from the States of Illinois and Iowa, to construct a railroad bridge across said river upon the same terms, in the same manner, under the same restrictions, and with the same privileges as is provided for in this act in relation to the bridge at Quincy, Illinois.

§ 5. *And be it further enacted,* That a bridge may be constructed at the town of Hannibal, in the State of Missouri, across the Mississippi river, so as to connect the Hannibal and St. Joseph Railroad with the Pike County and Great Western Railroads of Illinois, on the same terms and subject to the same restrictions as contained in this act for the construction of the bridge at Quincy, Illinois.

§ 6. *And be it further enacted,* That a bridge may be constructed across the Mississippi river between Prairie du Chien, in the State of Wisconsin, and North McGregor, in the State of Iowa, with the consent of the legislatures of Wisconsin and Iowa, on the same terms and subject to the same restrictions as are contained in this act for the construction of the bridge at Quincy, Illinois.

§ 7. *And be it further enacted,* That the Keokuk and Hamilton Mississippi Bridge Company, a corporation existing under the laws of the State of Iowa, and the Hancock County Bridge Company, a corporation existing under the laws of the State of Illinois, be, and are hereby authorized to construct and maintain a bridge over the Mississippi river between Keokuk, Iowa, and Hamilton, Illinois, of the same character, description and construction, as provided in this act for the bridges at Quincy and Burlington; and the said bridge, in its use and operation, shall be subject to the same restrictions that apply to said bridges at Quincy and Burlington, by the terms of this act.

§ 8. *And be it further enacted*, That the Winona and Saint Peter Railroad Company, a corporation existing under the laws of the State of Minnesota, is hereby authorized to construct and operate a railroad bridge across the Mississippi river, between the city of Winona, in the State of Minnesota, and the opposite bank of the said river, in the State of Wisconsin, with the consent of the legislatures of the States of Minnesota and Wisconsin; and said bridge, by this section authorized, is hereby declared a post route, and subject to all the terms, restrictions and requirements contained in the foregoing section of this act.

§ 9. *And be it further enacted*, That a bridge may be constructed and maintained across the Mississippi river, between Dunleith, in the State of Illinois, and Dubuque, in the State of Iowa, with the consent of said States previously given or hereafter acquired, with the same privileges, upon the same terms, and under the same restrictions as are contained in this act for the construction of a bridge at Quincy, Illinois.

§ 10. *And be it further enacted*, That any company authorized by the legislature of Missouri, may construct a bridge across the Missouri river, at the city of Kansas, upon the same terms and conditions provided for in this act.

§ 11. *And be it further enacted*, That the "Saint Louis and Illinois Bridge Company," a corporation organized under an act of the General Assembly of the State of Missouri, approved February fifth, eighteen hundred and sixty four, and an act amendatory of the same, approved February twentieth, eighteen hundred and sixty five, and also confirmed in its corporate powers under an act of the legislature of the State of Illinois, approved eighteen hundred and sixty four, or any other bridge company organized under the laws of Missouri and Illinois, be, and the same is hereby empowered to erect, maintain and operate a bridge across the Mississippi river, between the city of Saint Louis, in the State of Missouri, and the city of East Saint Louis, in the State of Illinois, subject to all the conditions contained in said act of incorporation and amendments thereto, and not inconsistent with the following terms and provisions contained in this act. And in case of any litigation arising from any obstruction or alleged obstruction to the free navigation of said waters, the cause may be tried before the District Court of the United States of any State in which any portion of said obstruction or bridge touches.

§ 12. *And be it further enacted*, That the bridge authorized by the preceding section to be built, shall not be a suspension bridge, or draw bridge, with pivot or other form of draw, but shall be constructed with continuous or unbroken spans, and subject to these conditions: First—that the lowest part of the bridge or bottom chord shall not be less than fifty feet above the city directrix at its greatest span. Second—that it shall have at least one span five hundred feet in the clear, or two spans of three hundred and fifty feet in the clear of abutments. If the two latter spans be used, the one over the main steamboat channel shall be fifty feet above the city directrix, measured to the lowest part of the bridge at the centre of the span. Third—no span over the water, at low water mark, shall be less than two hundred feet in the clear of abutments.

§ 13. *And be it further enacted,* That the right to alter or amend this act, so as to prevent or remove all material obstructions to the navigation of said river by the construction of bridges, is hereby expressly reserved.

APPROVED July 25, 1866.

U. S. Statutes at Large Vol. 14 Page 244.

ACT OF LEGISLATURE

Approved February 28, 1854.

AN ACT to enable railroad companies and plank road companies to consolidate their stock and extend its track into or through any adjoining state,
see pages 2, 3 and 4.

ACT OF LEGISLATURE

Approved February 12, 1853.

BURLINGTON BRIDGE.

AN ACT to incorporate the Burlington Bridge Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Julius Manning, James W. Grimes, Abner C. Harding, Peter Sweat, Eleazer A. Paine, Rudolphus Rouse, John S. Pollock and Harman G. Reynolds, and their associates, are hereby created a body corporate and politic, by the name and style of "The Peoria and Burlington Railroad Bridge Company," with power to build, maintain and use a railroad bridge over the Mississippi river or that portion of said river within the jurisdiction of the State of Illinois, at or near the city of Burlington, and in such manner as shall not materially obstruct or interfere with the free navigation of said river, and to connect by railroad or otherwise such bridge with any railroad, either in the State of Illinois or Iowa, terminating at or near such point; to unite and consolidate their privileges and franchises with any and all bridge or railroad companies in either of said States; to fix the amount of capital stock; to divide, transfer and increase the same; to borrow money and pledge or mortgage its property and franchises; to condemn according to law property for the uses and purposes of said company; to contract, bargain and agree with any such railroad company or companies for and in the construction and maintenance of such bridge; to sell or lease said bridge or the use of the same, or the privileges of said company to any company or corporation, on such terms as they may agree upon.

§ 2. This act to take effect and be in force from and after its passage.

APPROVED February 12, 1853.

Private Laws Illinois 1853, Page 553.

LAWS OF IOWA, 1864.—CHAPTER 130.

AN ACT to authorize the construction of Railroad Bridges across the Mississippi and Missouri Rivers.

SECTION 1. *Be it enacted by the General Assembly of the State of Iowa,* That any railroad company now organized or hereafter to be organized, or bridge company incorporated in pursuance of the laws of this State, is hereby authorized and empowered to construct a railroad bridge across the Mississippi river connecting with the eastern terminus of the railroad of any such company, and abutting on the Iowa bank of said river at such place as shall be designated therefor by the board of supervisors of the county wherein said abutting is to be made, and extending toward any point of the opposite bank that may be selected by such company.

§ 2. That any railroad company or bridge company that now is or may hereafter become incorporated in pursuance of the laws of this State, is hereby authorized and empowered to construct a railroad bridge, across the Missouri river, connecting with the western terminus of the railroad of any such company, and abutting on the Iowa bank of said river at such place as shall be designated therefor by the board of supervisors of the county wherein said abutting is to be made, and extending toward any point on the opposite bank that may be selected by such company.

§ 3. No bridge shall be built under the provisions of this act until the plan thereof shall first be submitted to and approved by the said board of supervisors.

§ 4. The provisions of this act so far as practicable or applicable, shall apply and be extended to any railroad company, incorporated in pursuance of the laws of the State of Wisconsin, Illinois, Kansas, or the Territory of Nebraska, where such railroad extends to the bank of either of said rivers opposite the State of Iowa.

§ 5. Any such railroad corporation or bridge company shall have authority to issue its bonds or obligations for an amount not exceeding the cost of any such bridge, and of its railroad in the State of Iowa, and to secure the payment thereof by a mortgage on the same; and shall also have authority to issue certificates of common and preferred stock, the preferred stock to be issued only on condition that the holders of four fifths of the common stock give their written consent thereto.

§ 6. Any such railroad or bridge companies are hereby authorized, with the consent of said board of supervisors, to construct the said bridges with suitable roads and footways for teams and foot passengers, with permission to charge toll for the same at rates to be approved by said board of supervisors.

§ 7. Any of said companies are hereby authorized to establish a ferry across either of said rivers at or near the terminus of said roads, to be used solely for the use of said companies for railroad freight and passengers until said bridges are constructed and ready for use.

§ 8. Each company acting under the provisions of this act, shall elect at least one director of such company, who shall be a citizen of and reside in the State of Iowa.

§ 9. Each foreign railroad company acting under the provisions of this act, shall be liable to be sued in any court of competent jurisdiction in this State, and the service of the original notice on the resident director provided in Section 8 of this act shall be sufficient to give the court jurisdiction of such company.

§ 10. Nothing in this act shall be construed so as to repeal or modify any law now in force relating to railroads or bridges.

§ 11. No bridge erected under and by virtue of this act or any law of this State shall be so located or constructed as unnecessarily to impede, injure or obstruct the navigation of either of said rivers.

§ 12. This act being deemed of immediate importance, shall take effect upon its publication in the Iowa Homestead, and Iowa State Register, papers published in Des Moines.

APPROVED April 5, 1864.

I hereby certify that the foregoing act was published in the Iowa State Register, April 27th, A. D. 1864, and in the Iowa Homestead April 27th, A. D. 1864.

JAMES WRIGHT,
Secretary of State.

THE CHICAGO TERMINAL

The Aurora Branch road was completed in 1852, from Aurora, north to Turner Junction (now West Chicago) in Du Page County, where it connected with the Galena & Chicago Union (now Chicago and North Western).

The Galena & Chicago Union Railroad, started in 1848, was the first railroad that was built and owned and operated in the State of Illinois with private capital, all the early projects undertaken by the State itself having by that time become financial failures.

The Burlington Company, on December 13, 1851, in order to get into Chicago, made a contract with the Galena Company, whereby it secured the right to use the thirty miles from Turner Junction to Kinzie Street, which was its only means of entrance into the city for thirteen years, or until 1864, when it built its own line into the city direct from Aurora, via Naperville, a distance of 36.42 miles.

The original location of the Chicago and North Western road in Chicago was from Kinzie Street west to Harlem (now Oak Park) and the Burlington used their Kinzie Street Station and Terminals from 1852 until 1856.

In the year 1855, the North Western built a cut off four and a half miles long from a point near Western Avenue south to Ogden Avenue and thence easterly to a connection with the St. Charles Air Line—joining with the Burlington, the Illinois Central and the Michigan Central in building the St. Charles Air Line, which was completed in 1856.

On the 28th of June, 1856, the contract of the Burlington with the North Western was modified so as to provide for the C. B. & Q. entering over the main line of the North Western as far as Western Avenue, and thence southerly over the cut off to the St. Charles Air Line, through which it connected with the Illinois Central, and it made a contract with the Illinois Central of date November 25, 1856, for the use of depot and terminal facilities on the Lake Front at the foot of Randolph Street, jointly with the Michigan Central.

The original contract of the C. B. & Q. with the Illinois Central in November, 1856, was confirmed in a more formal contract that was dated December 22, 1858, taking effect December 1, 1857.

The C. B. & Q. renewed this contract with the Illinois Central in 1862, for a further period of two years, or until June, 1864, and there were successive renewals, so that the Burlington was occupying this Illinois Central-Michigan Central Union Depot for its terminal, and also its general offices, at the time of the Chicago Fire, in October, 1871, which completely destroyed the premises.

Meantime, in 1864, the Burlington Company had extended its line from Aurora directly east to a connection with the St. Charles Air Line, after which it gave up the use of the North Western from West Chicago, and ever since 1864, has operated its own line directly into the city.

After the great fire, there was a long delay in securing passenger terminal facilities. The Burlington Company in December, 1878, still occupied the temporary structures that were hastily provided after the fire. This very unsatisfactory condition continued until the fall of 1880, at which time the Burlington completed arrangements with the Pennsylvania Company to use what was known as the Chicago Union Passenger Station, on the west side at Canal and Adams Streets, and thereafter discontinued the use of the Illinois Central passenger terminal at Randolph Street. The Burlington has ever since continued the use of the Chicago Union Station, which was entirely rebuilt in 1925, and is now occupied under a contract that is dated July 2, 1915. The passenger terminals, therefore, of the Burlington in Chicago were:

1. From 1852 to 1856 (four years) the old Kinzie Street Station of the North Western on the North Side;
2. From 1856 to 1881 (25 years) the Lake Front at Randolph and Michigan.
3. From 1881 to 1927 (46 years) the Chicago Union Passenger Station, Canal and Adams Street, on the West Side.

Its general office building at the corner of Jackson and Clinton, was built in 1912. From 1883 to 1912, (29 years) it had its own separate office building at Franklin and Adams Streets.

AGREEMENT dated December 13, 1851, between Aurora Branch Railroad Company and Galena and Chicago Union Railroad Company.

This agreement, made and concluded this thirteenth day of December, A.D. 1851, by and between the Aurora Branch Rail Road Company, of the first part, and the Galena and Chicago Union Railroad Company, of the second part, both being corporations established by the Laws of the State of Illinois,

Witnesseth, That to promote the greater convenience of the public, and to facilitate the despatch of the *Joint Business* of the two Companies, meaning by "Joint Business" any business participated in by them, which shall pass over the whole or any portion of the road of the second party, *between Chicago and the junction of the two roads,* and over any portion or the whole of the road of the first party, whether relating to the transportation of *passengers or freight,* as well as for the purpose of defining their separate relations to each other in the transaction of said *joint business,* the said parties *hereby mutually agree with each other* as follows:

First—The taking of goods or passengers upon one of these roads to pass upon the other, shall not, by reason of this instrument, (except when it is specifically provided,) affect the remedy of either against the other, nor give the public any rights of action against both, or either separately, which they would not otherwise have.

Second—Each party, upon its respective road, shall furnish, for the joint business which may originate or be left upon it, as suitable and proper Depot Accommodations, as it may have and use for its own separate business, and each will exercise the same care and vigilance, as well in selling tickets to passengers and giving them proper information, as in receiving and delivering all freight offered for transportation, including the loading and unloading for the joint business, as for its separate business.

Each party will also collect and be answerable to the other for the dues and receipts on joint account accruing on its separate road, and as soon as practicable, and not longer than six working days after the close of each month, render and settle an account of the same and pay over to the other party its proportion thereof.

Third—The party of the first part will furnish, repair and operate all necessary and suitable Motive Power to transport the trains for the joint business upon the road of the second party, between the junction of the two roads and the City of Chicago as well as upon their own road, and will transport the trains used therefor promptly and without unnecessary delay, and will furnish the men to manage such Motive Power and the oil for the same. Such trains to be run under the direction of the agent of the second party as fully as are the trains of the separate business of the second party, and the men upon or in the management of such Motive Power shall be as fully under the direction of the agent of the second party, as if they were in the service of that party, and subject to be suspended upon like grounds. In arranging the time at and in which the trains of the joint business shall pass over the road of the second party the second party shall be as liberal and fair with them as with their own

trains, showing no partiality or favor to their own trains over those operated by the first party for the joint business. The time of starting the trains of the joint business upon the road of the second party may be named from time to time by the first party, who shall give two weeks' notice to the second party of any change they desire; and the second party shall only modify or change such time of starting sufficiently, not unnecessarily to interfere with the previously established time of their own trains.

The second party will furnish the fuel and water to the locomotives of the first party when upon their road and at their stations, and generally upon their road render the same assistance and service to the trains of the joint business (excepting that the first party shall oil them) as they do to the trains of their separate business, so that it shall not be necessary for the first party to have any men upon the road of the second party in addition to the usual number they send with their trains. The second party shall suspend or discharge any of their men for the same faults with reference to the trains for the joint business, as would result in a suspension or discharge had it referred to their own trains.

Fourth—The party of the first part shall furnish all necessary and suitable Passenger, Freight and other cars for the joint business and shall sufficiently equip them with conductors, brakemen, baggagemen, and other necessary agents and servants to take charge thereof; also furnish oil and stove fuel necessary for the same, it being agreed by the party of the first part that such conductors and other servants of theirs, while upon the road of the party of the second part, shall be as fully under the direction of the agent of that road, as if they were in the service of that road, and subject to be suspended on like grounds. Said party of the first part shall also take all risk and liability and indemnify from all cost and expenses, the other party for injury, damage or loss which may happen to such cars or to their servants employed in managing them, or to the passengers or freight carried on joint account, while they are upon or passing over the road of the second party, as fully as if such cars and servants, passengers and freight, were upon or passing over their own road, such risk and liability to extend to any such servants, passengers or freight which may happen to be in, or upon the cars of the party of the second part or of any other connected Rail Road Company, whose business passes over the whole or any portion of the road of the first party to or from the road of the second party, as well as to passengers, servants or freight in and upon their own cars as aforesaid. It is, however, understood, in regard to the said first party's liability for the safe care and custody of joint freight, while upon the road of the second party, that such liability shall not commence upon freight to go from the road of the second party until it is delivered upon the cars, and to the train of the first party, and shall terminate, upon freight coming from the road of the party of the first part when it is delivered to the servants of the second party, at the station of its destination, who shall receive it upon its arrival.

Fifth—The party of the first part shall have the right to fix upon and to alter and adjust the tariff for the passengers and freight of the joint

business; but said party shall not fix the said tariff from any point upon the road of the second party to any point upon the road of the first party within ten miles of the junction of the two roads, any lower than the same is fixed by the second party, from the same points respectively to points the same distance beyond the junction upon the road of the second party, to the prejudice or injury of the second party, as to its share of the earnings or revenue from the passengers or freight in question.

Sixth—The mode of division of the revenue from the joint business shall be as follows, subject only to the contingent modification provided for in the seventh article hereof:—The whole money earned upon the two roads in the transportation of any property or passengers in the joint business, shall be presumed to have been earned upon each road in proportion to the distance it has passed over each road, allowing to every mile it may be carried a uniform rate of compensation, or dividing the whole money earned by the number of miles the passenger or freight has been carried to get the earnings of each mile, and this multiplied by the miles carried upon each road will give the revenue earned upon each road. *The whole of the revenue accrued or earned upon the road of the first party shall belong to it.* Of the whole monies earned or accrued upon the road of the second party, *seventy dollars* out of every *one hundred* shall belong to it; and the balance, being *thirty dollars* out of every *one hundred* shall belong to the party of the first part; and after this rate shall all money thus earned upon the joint freight and passenger business upon the road of the second party be divided. The money earned in joint business by the transportation of *Expresses*, shall be divided in the same manner as above specified for the division of the revenues from the passenger and freight business. The money earned for the transportation of the *United States Mails* upon the road of each party, shall belong to each respectively, *provided only*, that if the Post Office Department pay an extra compensation to the party of the second part, by reason of the mails which pass to and from Chicago, and over the road of the party of the first part, then in that case, the said extra compensation only shall be divided in the same manner as the revenues from the passenger and freight business.

Seventh—The party of the first part shall have the right to elect to and provide the depot accommodations for the joint business in the City of Chicago at any time within one year from the date of this instrument, and at any time thereafter, by giving to the party of the second part two years' notice of their intention to do so, provided that such depot shall be so located as that it shall promote the joint business of the parties to this contract, and shall not in any wise work any injury to the said party of the second part.

Whenever the first party shall provide their own depots in Chicago, as aforesaid, they shall cease to use the depots of the second party at that place, and shall do all the loading and unloading, keeping of accounts and collecting dues, and, in short, perform all the services and assume all the responsibilities at Chicago with reference to the joint business, which were before performed and assumed by the second party. In case the said first

party shall provide their own depot accommodations in the City of Chicago, then from and after the time when they cease to use the Chicago depots of the party of the second part, they shall furnish all the fuel for the motive power of the joint business, and the water at the City of Chicago; but the second party shall furnish the necessary water for such motive power at their usual watering places between Chicago and the junction of the two roads.

Whenever these provisions go into effect, by reason of the first party having provided their own depot accommodations and fuel, as aforesaid, then the mode of division of the revenues of the joint business, as set forth in the sixth article of this instrument, shall be so modified, that in every case where the second party was to receive *seventy dollars* out of *every one hundred,* they shall receive but *fifty dollars* out of every *one hundred;* and where the first party was to receive *thirty dollars* out of every *one hundred dollars,* they shall receive *fifty dollars* out of every *one hundred:* the first party still receiving all the money earned in the joint business upon its own road as before provided. In other respects the said provisions as to dividing the revenues shall not be changed.

Eighth—Should any passenger or freight get into or upon the cars or trains of the joint business, in their passage over the road of the second party, such passengers or freight not passing over any portion of the road of the first party, the money collected for the transportation of such freight or passengers shall, all of it, be immediately paid over to the party of the second part: it not being intended by this instrument to interfere in any manner with the separate business of the second party.

Ninth—If, in the execution and performance of this contract, questions of difference shall arise between the parties hereto in relation to the management of said road between the Junction and Chicago, or in relation to agents and employees, and adjustment of the tariff under this contract, or as to the meaning of this contract, or any part thereof, or if in practice it shall be found that some other provisions should have been inserted herein, or some contained herein should be modified or changed, in order to secure the objects designed by this contract; or if in practice it shall be found by either party, that any provision or stipulation herein, operates injuriously or unjustly to the interests of said party, it is mutually agreed by the parties hereto, that in every such case, in order to carry out the general scope and intent of this contract, if the parties in interest cannot agree, the matter which may be the subject of controversy at any time or times, shall be referred to three umpires, two of whom shall be presidents or superintendents of railroads, and practically acquainted with the operation thereof, and the third shall be a legal person: one to be chosen by each party to this contract, and the third by the persons so chosen: whose decision of the matter to them referred, shall be final and conclusive: *provided,* that when any one of the contingencies happens, contemplated by this ninth article, either party shall notify the other, in writing, thereof, stating the umpire that has been selected on their part; and if within twenty days the other party shall not select the umpire on

their part, and give notice in writing to the other party, it shall be optional with the party that has chosen such umpire to select the other, which two shall have the right to appoint the third; and their decision shall be final and conclusive between the parties.

Tenth—This contract shall take effect and be in force for the term of thirty years from and after the first day of January, A. D. 1852.

In witness whereof, the said parties have hereunto respectively set their seals: the *Aurora Branch Rail Road Company* acting by their *President* and *Secretary,* and the *Galena and Chicago Union Rail Road Company,* acting by their *President* and *Secretary,* both on the day and year first above written.

E. S. WADSWORTH,
President Aurora Branch Rail Road Co.

[Seal]

P. A. HALL,
Sec'ty

JOHN B. TURNER,
President Galena & Chicago Union Rail Road Co.

[Seal]

WM. M. LARABEE,
Secretary.

SUPPLEMENTAL AGREEMENT, June 28, 1856. The Chicago Burlington and Quincy Railroad Company and the Galena and Chicago Union Railroad Company.

Whereas, certain Articles of Agreement were made and concluded by and between the Aurora Branch Rail Road Company, now known as the Chicago, Burlington, and Quincy Railroad Company, as party of the first part, and the Galena and Chicago Union Railroad Company, party of the second part, and bearing date the thirteenth day of December, in the year of our Lord one thousand eight hundred and fifty-one, for the regulation of joint business between the said Corporate Companies. And, whereas, the said Corporate Companies have agreed to modify and change the said agreement, in some respects, for and during the term of five years, to be reckoned and computed from the first day of May now last past. It is therefore mutually agreed between the said parties, that, from and after the said first day of May now last past, the said party of the first part shall only pay to the said party of the second part, *twenty-seven* per cent. of the whole money earned or accrued upon the Road of the second party, for the use of the said Road, *in lieu* and stead of *fifty* per cent., as was agreed to be paid by the said first contract, under the said contract so to be hereby modified as aforesaid, and for *Station Service* and *Fuel,* to be rendered and furnished by the said party of the second part, the said party of the first part shall pay, in lieu of *twenty per cent.,* the sum

of *twenty-five* per cent., making the sum thus to be paid for the said five years only *fifty-two* per cent., in lieu and stead of *seventy* per cent., as was heretofore stipulated to be paid by the said agreement, first made between the said parties, and herein referred to.

It is further agreed between the said parties, that the said party of the first part shall be entitled to the use of the Railroad Track, known as the Chicago, St. Charles & Mississippi Air Line Railroad, from its junction with the Railroad Track of the said party of the second part to the City of Chicago, for all purposes necessary for the transportation of freight and passengers to and fro thereon, and when the said Chicago, St. Charles & Mississippi Air Line Railroad Track shall be used, the *distance* thereon shall be reckoned and computed to be the same, and not greater than that of the road of the said party of the second part, and the same aggregate compensation, and no more, shall be paid to the said party of the second part for the use of one of said roads as for the use of the other, without regard to the relative lengths of said roads. The said last named road to be used upon the same terms and conditions as those upon which the road of the said second party is used, and not otherwise.

It is further agreed, that if the said party of the first part *shall furnish* and *perform* station service and do station duty for passengers, at any other station than that of the said party of the second part, that the said party shall be compensated therefor, by the said party of the second part, at the rate of three and one-half cents upon each passenger paying fare to the said party of the first part, and passing over the road of the said party of the second part; anything in this, or the contract of which this is a modification, to the contrary notwithstanding.

It is further agreed by and between the said parties, in consideration of the reduction of compensation, hereby agreed upon, to be paid to the said party of the second part, that the said party of the first part will cause all passengers and freight which it may control, to & from Chicago, to pass over the road of the said party of the second part, and will not charge a less rate per mile for the transportation of passengers or freight destined to pass to, or coming from any point beyond Amboy on the Illinois Central Rail Road, than that charged for the like service to be rendered upon the road of the said party of the second part, for the transportation of passengers and freight upon the ten miles of its road nearest the junction of the two roads of the said parties—the object, spirit, and intent of this agreement being to prevent all competition or rivalry between the said roads of the said parties, to the prejudice of either.

It is hereby further agreed by and between the said parties, that the said party of the second part *shall not be required* to perform any station service, or furnish fuel for the said party of the first part, *after one year* from the said first day of May now last past, but that the said party of the second part *shall furnish water* for the use of the Locomotives of the said party of the first part, at stations, as is provided in the contract hereby modified.

And it is hereby further mutually agreed by and between the said parties, that each shall account for, and pay over, to the other, each and every week, as near as may be ascertained, the amount of money which may have accumulated in its hands belonging to the other, leaving accurate settlements to be made between them at the end of each month, or within six days thereafter, as is provided for in the contract of which this is a modification; at which time abstracts of the joint business shall be furnished by each company to the other, and the books of each shall be open to the other to verify the same.

And it is hereby agreed by and between the said parties, that the said first party shall at all times within the said period of five years send and transmit all passengers and freight to and from Chicago going over its line of road, over the road of the said second party, and shall not encourage the building of any road to Chicago, or make a connection with any other railroad to that City, so as within that time to diminish the profits or divert business from the road of the said second party, and will not, within the said five years, do any act itself either directly or indirectly, or make any arrangements with any other railroad company or companies, or otherwise connecting with Chicago so as in any manner to affect unfavorably the interest of, or diminish the business which would naturally go over the road of the said party of the second part.

The said party of the second part, hereby reserves to itself the right to terminate this contract upon giving two years previous notice to the said party of the first part, naming the time when the same shall terminate and cease.

In witness whereof, the said Chicago, Burlington and Quincy Railroad Company, heretofore known as the Aurora Branch Railroad Company, and the Galena and Chicago Union Rail Road Company have caused their respective seals to be hereunto affixed, and the same to be subscribed by their respective Presidents at Chicago, this day of June in the year of our Lord one thousand eight hundred fifty-six.

[Seal]
AMOS T. HALL
Secretary

J. F. JOY, *Prest.*
C. B. & Q. R. R. Company

[Seal]
W. M. LARRABEE
Secretary

JOHN B. TURNER, *Prest.*
of G. & C. U. R. R. Comp.

SUPPLEMENTAL AGREEMENT, April 25, 1860, The Chicago, Burlington and Quincy Rail Road Company and the Galena & Chicago Union Railroad Company.

Whereas certain Articles of Agreement were made and concluded by and between the Aurora Branch Railroad Company now known as the Chicago, Burlington and Quincy Railroad Company as party of the first part and

the Galena & Chicago Union Railroad Company party of the second part and bearing date the thirteenth day of December A.D. 1851, for the regulation of joint business between the said companies and Whereas the said corporate companies by contract and agreement bearing date the 28th day of June A.D. 1856 modified and changed said agreement in some respects for and during the term of five years from the first day of May A.D. 1856 and Whereas said companies have agreed to extend the last mentioned agreement for and during the term of five years from and after the first day of May A. D. 1861 with a slight modification, Now Therefore it is mutually agreed that the provisions of the contract and agreement of June 28th, 1856 be and the same are hereby extended for and during the term of five years from and after the first day of May A. D. 1861 with this modification, that is, that either party shall have the right to terminate the said contract and agreement upon giving two years notice to the other party, naming the time when the same shall terminate and cease.

In witness whereof the said Chicago, Burlington & Quincy Railroad Company heretofore known as the Aurora Branch Railroad Company and the Galena & Chicago Union Railroad Company have caused their respective Seals to be hereunto affixed and the same to be subscribed by their respective Presidents at Chicago this twenty-fifth day of April in the year of our Lord Eighteen Hundred and Sixty.

[Seal] JOHN VAN NORTWICK, *President*,
of the Chicago Burlington & Quincy Rail Road Company

AMOS T. HALL
Secretary, C. B. & Q. R. R. Company

[Seal] WALTER L. NEWBERY, *President*
of the Galena & Chicago Union Rail Road Company
W. M. LARRABEE, *Secretary*
G. & C. U. R. R. Co.

AGREEMENT, November 25, 1856, between Illinois Central Railroad Company and The Chicago, Burlington and Quincy Rail Road Company.

OFFICE OF CHICAGO BURLINGTON & Q. LINE

J. H. Done Esq.,
Supt., Ill. C. R. R.
Dear Sir,

Having heretofore had several conversations relative to the transfer of the business of the C. B. & Q. Road from the depots of the C. & G. Co. to those of the Ill. C. R. R. Co. I now make you this proposition.

The Ill. C. R. R. shall furnish to us depot accommodations & do our depot service and generally furnish to us the same accommodations and service as the Galena Co. now does, except ground upon which to do the lumber trade, shall defray all the expense of wood upon the track of the C. & G. R. R. and all the expenses of doing depot service upon the lumber grounds for which services & accomodations the C. B. & Q. Co. will pay your Co. 25 per ct of the gross earnings of the latter Co. upon the track of

the Galena road from the Junction into the Ill. C. R. R. depots, estimating the distance to be 30 miles, this arrangement to continue five years from May 1st.

It is however understood that the depot service connected with the lumber trade may be done & other wood furnished by the C. B. & Q. Co. the expenses thereof to be paid by the Ill. C. R. R. Co.

Yours truly,
JAMES F. JOY.
Chicago, June 25th, 1856

James F. Joy, Esq.,
Dear Sir,

The proposition contained in your letter of yesterday relative to depot service & depot accommodations in Chicago of the C. B. & Q. R. R. is accepted—

We will endeavor to have the addition to our Depot track which may be required to furnish proper facilities to the business put in without delay so as to admit your freight trains to our depot grounds, at an early date not later than the 1st of August next.

Yours truly,
J. H. DONE.

The foregoing propositions & acceptance being made by the authority of the proper officers of the two companies viz., The Chicago, Burlington & Quincy Rail Road Company, & The Illinois Central Rail Road Company it is understood shall & does constitute a contract between them relative to the transactions of the business therein provided for, showing the terms upon which, and the time for which the business shall be done by the Illinois Central Rail Road Company & shall become operative on the 1st of December, A. D. 1856 and the transfer of business shall be made as rapidly as practicable.

Chicago, Nov. 25, 1856.

W. H. OSBORN,
President, Illinois Central R. R. Co.
J. F. JOY,
Pres't. of C. B. & Q. R. R. Co.

AGREEMENT, December 22, 1858, between Illinois Central Railroad Company and The Chicago, Burlington and Quincy Rail Road Company.

An Agreement made and concluded this twenty second day of December A. D. 1858 between the Illinois Central Rail Road Company party of the first part and the Chicago, Burlington & Quincy Rail Road Company, party of the second part

Witnesseth: That the party of the first part agrees to furnish and provide all necessary, proper and convenient depots, depot grounds, tracks, buildings and appurtenances in the City of Chicago, State of Illinois on and in connection with the present depot grounds situated at the Junction of Chicago River and Lake Michigan for the prompt and convenient transaction of all the freight and passenger business of Road of the second party in the City

of Chicago, excepting only their lumber business beyond such, as the second party may find it convenient to do upon the grounds especially set apart for them.

The party of the first part, further agrees, that the party of the second part shall have at all times the right to use the tracks extending from and to the above mentioned depot grounds and the Union track near their round house, also the tracks extending to & from said round house and the cattle yards for the purpose of conveying stock to & from said yards and the usual use of any yards owned or controlled by the first party for the convenient and prompt delivery and receipt of stock.

The party of the first part further agrees that they will set apart proper and convenient tracks, buildings and grounds for the accommodation of the business of said second party and so as to separate it as much as may be practicable from that of their own or other roads and so as to enable the said second party to do their own switching and all other station service with the least possible delay or interference from said first party or others using portions of said depot, grounds and tracks.

For the purposes aforesaid, in part, the said first party hereby set apart for the sole use of said second party the lower floor of the west half of their present main freight house and sufficient storage room in the second story for estrayed freight and baggage, the west track now leading into the same with all the tracks and grounds lying between said track and the tracks and grounds of the Michigan Central Rail Road Company, including the transfer freight house and the dock and landing on the Chicago river lying north of that part of the main freight house and grounds above described; the said first party reserving the right for a passage for teams across the said grounds at north end of said main freight house, and also the right to the use of not exceeding one half of that portion of said transfer freight house which is owned by said first party; also the right to reduce the platform in the main freight house west of the present tracks, sufficient to lay down a third track, in which case the middle track in said main freight house shall be used jointly for the transfer of cars.

The said second party shall have the sole use of the grain house B and the tracks leading to and into it with sufficient tracks adjoining to accommodate their trains and cars, which said tracks shall be constructed, laid down, and connected with the main tracks at the proper place or places within a reasonable time, and until they shall be laid down and ready for use, they the said second party shall have the right to use grain house A and all tracks necessary for the proper, prompt and sufficient accommodation of their trains & business.

The said first party further agrees that all grain delivered at said grain houses by said second party, shall be taken from the car in a prompt and satisfactory manner and without cost or expense to the second party and delivered to consignees upon terms as favorable as those charged to the Illinois Central Rail Road Company or its consignees, or for similar facilities by other grain warehouses.

But in case the parties to the agreement find it equally convenient in periods of limited business to discharge the grain delivered by their cars

in other grain houses upon their depot grounds, it shall be done provided the capacity of grain house B shall at all times be reserved for the accommodation of the second parties.

The said second party shall also have the exclusive right to the use of the two tracks now occupied by them in the passenger house and the same joint rights of occupancy of other tracks and parts of the building and premises they now enjoy, with the right also to do their own station service or have it performed jointly upon such terms as may be from time to time agreed upon.

The said first party shall also provide and designate a convenient track alongside of one of their slips to be used by the second party together with the use of such slip in connection therewith when their business may require it beyond the dock accommodation already provided for in this agreement.

All the buildings, tracks, grounds and appurtenances before mentioned are to be maintained and kept in good order condition and repair by said first party and at their own expense.

In consideration of the foregoing premises, agreements privileges and facilities, which are to be maintained, kept, furnished and provided by said party of the first part for and during the full term of four years from and after the first day of December A. D. 1857, the party of the second part hereby agrees to pay to the party of the first part at the rate of forty thousand dollars per annum payable in equal monthly payments commencing on the first day of July 1857 and terminating on the first day of December A. D. 1861.

It is further agreed that this contract shall be terminated and peaceable surrender of possession made by the second party on the first day of December 1861.

It is agreed that from and after the first day of January next the accommodation that may be required by the C. B. & Q. R. Rd. Co. and furnished by the Ills. Cent. R. Rd. Co. shall be according to this contract and not qualified by any reference to past accommodation and that the compensation to be paid by the C. B. & Q. R. Rd. Co. to the Ills. Cent. R. Rd. Co. for the year commencing July 1, 1857, shall be thirty-five thousand dollars instead of forty thousand dollars.

In Witness Whereof the said Illinois Central Rail Road Company and the Chicago, Burlington and Quincy Rail Road Company have caused their respective seals to be hereto affixed and the same to be subscribed by their respective presidents this twenty second day of December, 1858.

The Illinois Central R. R. Company,
[SEAL] *By* W. H. OSBORN, *President.*

The Chicago, Burlington & Quincy R. Road Company,
[SEAL] *By* J. VAN NORTWICK, *President.*

AGREEMENT, December 22, 1858, between Illinois Central Railroad Company and The Chicago, Burlington and Quincy Rail Road Company.

It is agreed between the Illinois Central Company and the C. B. & Q. R. R. Co. that if they cannot settle between themselves the bills which either may

have against the other having reference to the Depot service at Chicago of the C. B. & Q. R. R. Co. such bills or accounts shall be left to referees, one to be chosen by each Company and in case these two cannot agree they may appoint a third when the decision of the majority shall be final upon the questions submitted to them. It being understood that the C. B. & Q. R. R. Co. will claim that the bills which the Illinois Central R. R. Co. may have against them for use of engines for training as well as other bills & expenses of both Companies for Depot service are larger than they would have been if the Depot accommodation provided by the Ills, Cent. R. Rd. Co. had been more convenient and in accordance with this contract in that matter and if such positions are denied by the Ills. Cent. R. Rd. Co. or if from any cause they cannot settle the value and might of these considerations shall be also a subject for the referees to consider in case of disagreement. It is understood that all bills and accounts included in this agreement shall be presented & settled as soon as possible.

Boston 22d December 1858. The Illinois Central R. R. Compy,
[SEAL] By W. H. OSBORN, *Pres't.*

[SEAL] The Chicago, Burlington & Quincy Rail Road Company,
By J. VAN NORTWICK, *President.*

AN AGREEMENT made and entered into this First day of June, 1862.

Between the Illinois Central Rail Road Company, party of the first part, and The Chicago Burlington & Quincy Rail Road Company party of the second part. *Witnesseth*

That the party of the first part for the considerations hereinafter mentioned agrees to furnish to the said second party the rights to use the tracks of the said first party between the Junction of its Main line and the St. Charles Air line and a point where the North line of Randolph Street in the City of Chicago, if extended would crop said Main line for all the Passenger trains of the said Second party, subject always to the police rules and regulations that may from time to time be adopted by the said first party for the government of its line—

And it is further agreed that the said party of the first part leases to the said party of the second part, the use of the undivided half of the two tracks now used by the said second party's Passenger trains in the Central Union Passenger Depot and the joint use of the track now used by all trains coming into said Depot and the joint use of the platform, Passenger grounds, receiving rooms and receiving and discharging baggage rooms, and all of the Ticket office now used by said second party to continue for the term of two years from the first of June 1862—

It is agreed that the said first party shall do all switching at rates now established and other Station Service, except the cleaning, lighting and making fires in the said second party's cars.

It being expressly understood that the rights above leased consist of the undivided half thereof, which is the only interest belonging to said first party.

In consideration of the foregoing the said second party agrees to pay to the Treasurer of the said first party, the sum of Seven Thousand dollars per annum for the use of the track between the Junction of the Main line and the St. Charles Air Line, and the North line of Randolph Street, and Two Thousand dollars per annum for the use of the rights leased in the Passenger House as above mentioned

Payments to be made monthly.

It is further agreed that the said second party for the considerations hereinbefore mentioned will also pay monthly to the first party hereto Thirty (30%) per cent. of the entire expenses of switching for Passenger Depot, lighting, watering, and heating the same, wages of Depot Master, and the men in his employ, excluding such service as said second party performs for themselves including all the general charges connected with the Passenger Depot service

It is further agreed that if the track should be injured from any cause so as to prevent the passage of trains, the said first party will not be responsible for damages for such delay, but if said interruption of trains should exceed three days at any one time a pro rata deduction of rent shall be made for such time.

This Contract to remain in force from the first day of June 1862 until the first day of June 1864, when the said second party agrees to withdraw from the track and Depot above referred to.

In Witness Whereof the said Illinois Central Rail Road Company and the Chicago Burlington & Quincy Railroad Company have caused their respective seals to be affixed this the First day of June 1862.

[SEAL] The Illinois Central R. R. Co.
by W. H. OSBORN, *Presdt.*

[SEAL] The Chicago Burlington & Quincy Rail Road Company
by J. VAN NORTWICK, *Prest.*

Illinois Central Railroad Company
President's Office
Chicago, 3rd June 1864

John Van Nortwick Esq.
President
Chicago Burlington & Quincy R. R.
Chicago

DEAR SIR:

This Company will after the 1st July admit your passenger trains as heretofore over its track into the Depot with similar accommodations for the term of three years charging monthly at the rate of Eight thousand dollars per annum for the use of track and four thousand dollars per annum for one half interest in passenger Depot with 30% of the current expenses of Depot service.

We are not prepared to enter into a permanent engagement to bring in your passenger trains chiefly owing to the conflict which is found to oc-

cur in the working of the contract with the Michigan Central in cases of collision our remedy is too frail, the injured in case of accident prefer their legal remedy against our Company as the owners of the Railway track, if such accidents occur through the negligence of our lessees, our defence in court will be the basis of settlement with them, it is obvious that we cannot sustain the double relation of defendant & claimant.—Should our difficulties with the Michigan Central in this regard be placed on a reasonable basis, and a principal established which will avoid such in future we shall be ready to treat with you for a permanent footing and right for passenger trains to our Depot.

Another motive for deferring this permanent arrangement is this, we propose constructing a special track from Calumet to Chicago for the seperate use of the Michigan Central Company with which your intimate relations exist, and upon the construction thereof shall with their assent and co-operation be prepared to admit your trains in perpetuity upon that track upon equitable terms if such can be devised to the satisfaction of both parties.

Yours Respectfully,
W. H. OSBORN, *President.*

AGREEMENT September 7, 1880, between the Pennsylvania Co., Chicago and Alton Railroad Co., Chicago, Milwaukee and St. Paul Railway Co., Chicago, Burlington & Quincy Railroad Co., and Pennsylvania Railroad Company and Pittsburg, Ft. Wayne and Chicago Railway Company,

Regarding Union Passenger Station.

This Indenture Made this seventh day of September in the year one thousand eight hundred and eighty between the Pennsylvania Company, as first party, the Chicago and Alton Railroad Company, as second party, the Chicago, Milwaukee and St. Paul Railway Company, as third party, the Chicago, Burlington and Quincy Railroad Company, as fourth party, and the Pennsylvania Railroad Company as fifth party, bears witness:

Whereas, The first party is in possession of the Pittsburgh, Ft. Wayne and Chicago Railway and all its equipments, and is operating and maintaining the same under a lease to the fifth party for the term of nine hundred and ninety-nine years, from July 1st, 1869; and,

Whereas, The first party is about to construct a general passenger depot, with suitable appurtenances and accommodations, in the city of Chicago, upon lands already owned by the Pittsburgh, Ft. Wayne and Chicago Railway Company, and upon other lands soon to be acquired for use in connection with said railway; said lands owned and to be acquired being described as follows: A part of blocks sixty-nine, seventy, seventy-one and seventy-two, in school section addition to the city of Chicago, and being a continuous tract of land extending from the north side of Van Buren street to the south side of Madison street, intersected, however, by Jackson, Adams and Monroe streets, having a frontage of seventeen hundred and eighty-two feet on Canal street; a depth of one hundred and thirty-five feet along the north side of Van Buren street, and a depth of one hundred and thirty-

two feet along the south side of Madison street; a map of said lands, and a ground plan of said passenger depot, tracts and appurtenances being hereto attached and marked "Exhibit A;" and,

Whereas, The second, third and fourth parties wish to acquire the right to use said passenger depot, tracks and appurtenances, jointly with said first party, and with such other company or companies as may hereafter, under the provisions of this Agreement, be admitted to a joint use of said passenger depot and appurtenances, and the first party is willing to grant a right to such joint use to said second, third and fourth parties, upon the terms and conditions, and for the consideration hereinafter mentioned:

Now Therefore, It is convenanted and agreed between the parties as follows:

I. The first party shall at once begin, and with reasonable diligence, complete the construction of said general passenger depot, also the tracks and other appurtenances to said depot, according to the plan hereto attached.

II. The first party hereby grants and conveys to the second, third and fourth parties, their successors and assigns, the right to use jointly with said first party, said general passenger depot, also said tracks and other appurtenances, when the same shall be completed, during the entire period of the unexpired term of said lease, to-wit, nine hundred and ninety-nine years from the first day of July, A. D. 1869, and of any renewal thereof, subject, always, however, to the strict performance by the second, third and fourth parties respectively, of all the obligations herein stipulated to be by them severally performed.

III. The first party shall be charged with the duty of insuring said depot, and of repairing, renewing and maintaining said depot, tracks and appurtenances, also of paying all premiums of insurance, and all taxes and assessments which may be lawfully levied or assessed upon said depot, tracks and appurtenances or upon the land whereon the same may be constructed, or upon any part of either of them. The first party shall furnish to the other parties using said depot, statements, monthly, as hereinafter provided, of all payments made by it on account of items named in this Article.

IV. In consideration of the construction of said general passenger depot and appurtenances, by said first party, and the provision made for the accommodation therein of the second, third and fourth parties, and of the rights and privileges herein granted to said parties, said second, third and fourth parties each accept the grant and transfer of a right to use the same in common, and covenant and agree that they will each continue to use the same upon the terms and conditions herein named, for the full period above specified; and that for the right to use said general passenger depot, tracks and appurtenances, jointly with said first party, as herein provided, said second, third and fourth parties will each pay to said first party a fixed annual rental; which rental, so to be paid by each party, shall amount to one-fourth the interest, at seven per centum per annum, on a sum to be made up of the value of said entire tract of land on which said depot, tracks and appurtenances are to be constructed, and the total

cost of said depot, tracks and appurtenances, according to the annexed plan, which amounts, so to be paid by said second, third and fourth parties respectively, shall be paid to the Treasurer of the first party, in lawful money of the United States of America, in four equal quarterly payments, on the first Monday of each of the following months in every year of the term aforesaid, January, April, July and October.

The fixed rental stipulated for in this Article shall begin to accrue from the date of the completion of said passenger depot, and its occupation by the parties hereto. The interest on purchase money paid by the first party for lands bought since November 1, 1879, for use in connection with said passenger depot, and used therefor, also interest on payments made by said first party during the construction of said depot and appurtenances, shall be calculated to the time of occupation of said depot, as aforesaid, and be added to the cost of the same.

It is agreed that, in the event of the parties hereto not being able to agree upon the value of said land, said value shall be determined as follows: All the land owned by said Pittsburgh, Ft. Wayne and Chicago Railway Company, prior to November 1, 1879, and intended to be used for said passenger depot purposes, shall be appraised by three competent disinterested persons, one to be appointed by the first party, and one by the second, third and fourth parties hereto, and the two thus appointed shall choose the third; and the value of said lands so agreed upon by all of said appraisers shall be accepted by the parties hereto. All the lands bought for use in connection with said depot since November 1, 1879, shall be valued at the price paid therefor by the first party. As to lands bought by first party since November 1, 1879, partly for passenger and partly for freight purposes, the relative value of the part needed for passenger depot purposes shall be fixed by the appraisers above provided for, but on the basis of the price paid for the entire tract by the first party. And for the purpose of fixing definitely and finally the amount of said annual rental, and the quarterly payments thereof, on the basis above named, the first, second, third and fourth parties shall, after the appraisement of said land as aforesaid, and after the final completion of the depot, tracks and appurtenances, as aforesaid, and when the entire cost thereof shall be known, unite in a written certificate of the value of said land, and of the cost of said depot and appurtenances, also of the amount of said annual rental and of said quarterly payments; said certificate to be signed by each of the parties, and appended to this Agreement.

V. In addition to the regular fixed rental, payable under the terms of Article IV, the second, third and fourth parties shall each pay to the first party, their proportion of the expenses of repairing, renewing, maintaining and operating said depot, tracks and appurtenances, including herein the salaries of the depot master and assistants, all ticket and baggage agents, watchmen and employes of every kind; including, also, premiums of insurance, taxes and assessments, as well on the lands to be occupied by said depot, tracks and appurtenances, as upon said improvements thereon; including also claims for damage to person or property caused by the employes

paid in common and appointed as hereinafter provided; which proportion so to be paid by the second, third and fourth parties respectively, shall be determined by the ratio which the number of engines and cars in passenger trains of each of said parties arriving at and departing from said depot, bears to the whole number of engines and cars in passenger service arriving at and departing from said depot. It being agreed that each locomotive engine and tender shall be counted as one car. And the several parties hereto mutually covenant and agree that they will each make use of said passenger depot during the period herein contemplated in respect to all passenger trains arriving at or departing from Chicago on their respective lines of railway.

The first party shall render statements of all payments made by it each month on account of the various items named in this Article, on or before the twentieth day of each succeeding month, and the second, third and fourth parties shall each pay monthly their several proportions of said amounts, computed on the basis aforesaid, in lawful money of the United States, to the Treasurer of the first party, within ten days after the receipt of the statements aforesaid. It being mutually agreed that all revenues received from the rent of rooms or privileges in said passenger depot shall be applied in reduction of the joint expense of maintaining and operating said depot, and the balance, if any remains, shall be applied in reduction of fixed rental in the proportion paid by each party hereto. Either party making use of any part of said depot, not likewise used in common by the other parties, shall pay reasonable rent for such special use, as if the same were leased to an outside party.

VI. The first party shall appoint a depot master, who shall have charge of said passenger depot and appurtenances, and who shall control the movement of all trains therein, also such watchmen and other employes as may be necessary to conduct the passenger business at such station. Said first party shall also appoint, with the concurrence of a majority of the parties using said depot, a ticket agent, and a general baggage master, with the necessary assistants, who shall sell tickets and handle all baggage for the parties who may be using said passenger depot. Said ticket agent shall execute a bond with reasonable sureties to the first party, with suitable conditions to protect all parties using said depot. In case any deficiency shall occur in the accounts of said agent, the first party shall immediately apportion such deficiency between the several parties using said depot, on the basis of the cash receipts of each party from the time the accounts of said agent were last checked in the interest of said parties. Each party shall promptly pay to the first party, and the first party shall promptly disburse to the parties entitled to receive the same, the proportion of such deficiency due from each party, calculated on the basis aforesaid; said first party shall also, without delay, prosecute the bond given by said agent, and any sum that may be recovered thereon, less the expense of collecting the same, shall be divided among the parties using said depot, in the proportion that they shall have contributed to bear the loss growing out of said deficiency. Any person appointed as provided for in this Article shall

be removed on good cause shown, or on the request in writing of a majority of the parties using said passenger depot. The train employes of each party shall be subject to the control of said depot master in respect to the movement of their trains, while the same are within the limits of said passenger depot grounds. Each party to this contract reserves the right to place a suitable clerk or other employe, at its own expense, and for a limited time, not exceeding thirty days in any one period, in the General Ticket Office, with power to such clerk or employe to observe and make note of the course of ticket sales and the conduct of the General Ticket Agent herein provided to be employed, with a view of determining whether said General Ticket Agent preserves the strict equality and impartiality in respect to each party to this agreement as is herein intended shall be done.

VII. Each party shall be responsible for loss or damage to person or property, except property used in common at said depot, which may arise out of the conduct or neglect of its own employes; claims for loss or damage to person or property, including property used in common at said depot, arising out of the conduct or neglect of employes paid in common, shall be adjusted by the first party, and all moneys so paid by it shall be charged to the current account of expenses of operating and maintaining said depot, and paid as provided in Article V.

VIII. The general managers of the parties using said depot shall arrange the time of the arrival and departure of their respective trains, and adopt rules for the government of all joint employes; and each party shall receive equal and impartial privileges in the use of said depot and appurtenances.

IX. It is agreed that the following named companies shall be admitted to a joint use of said depot and appurtenances, in case they, or either of them, shall so desire, and shall become a party to this agreement by subscribing to the copy of the same, which shall be in the possession of each of the parties hereto: The Michigan Central, the Pittsburgh, Cincinnati and St. Louis, and the Chicago and Northwestern; also, that with the exception of the parties hereto, and of the companies just named, no other companies shall be admitted into said depot, except with the unanimous consent of the parties occupying the same. In case of the admission of any company or companies as herein provided, the basis of fixed rental shall be changed so that the same shall be borne equally by all the companies using said depot; and the cost of operation and maintenance shall be borne on the basis of wheelage as hereinbefore provided. It being also understood that in the event of the admission of any other company or companies as a party to this agreement, as herein provided, the duties and privileges of such company or companies, respectively, shall be precisely the same as are herein defined in respect to the second, third and fourth parties.

X. If, by reason of increase of business, or the admission of other companies to a joint use of said depot, it should, in the opinion of all the parties occupying the same, become necessary to make additions, or changes in the nature of betterments, to said depot or appurtenances, the same shall be made by the first party, and the second, third and fourth parties shall

each pay one-fourth the interest, at seven per cent, per annum on the cost of such additions or betterments; such additional payments to be made at the same time and in the same manner, and as an addition to the fixed rental provided for in Article IV of this Agreement; *Provided*, nothing herein contained shall require the first party, against its consent, to purchase additional land, or make use of land not contained in the plot hereto annexed, for the purpose of said additions or betterments.

XI. In case of the total destruction of said depot by fire or other causes, the same shall be rebuilt or replaced under direction of the first party; but the cost thereof shall be borne by the parties occupying the same, on the basis of wheelage, computed during the period of one year next preceding the destruction of the same, as is herein provided for current expenses of operation and maintenance.

XII. If either the second, third or fourth party shall at any time make default in the payment of any or either of the amounts herein provided by it to be paid, and such default shall continue for the space of thirty days after such payment shall have become due, then, and in that event, at the election of the first party, but not otherwise, all the right of such party, in default, to the use or enjoyment of any of the premises herein named, whether by virtue of this agreement or otherwise, shall at once cease and determine; and such defaulting party shall and will surrender and yield to the party or parties not in default, undisturbed and peaceable possession of said depot, tracks and appurtenances; and in the event of either the said second, third or fourth party retiring from said premises in default, as aforesaid, it is agreed that the other party, or parties, remaining in possession with said first party will each pay, as rental, such proportion of the interest at seven per centum per annum on said sum made up of the value of land and cost of depot, tracks and appurtenances, as aforesaid, as each company shall bear to the whole number of companies continuing to occupy said depot and premises, and will also further pay such proportion of the expense of operating and maintaining said depot and appurtenances, as the business done by such party, or parties, shall bear to the total passenger business done at said depot, computed on the basis provided in Article V.

XIII. The fifth party, as lessee of the Pittsburgh, Ft. Wayne and Chicago Railway, under the lease mentioned in the preamble to this Agreement, hereby assents to and affirms the execution of this Agreement on the part of the first party. It further agrees that if, for any cause, the first party shall cease to operate and control the Pittsburgh, Ft. Wayne and Chicago Railway under said lease, and the fifth party should, in consequence thereof, resume the operation of the said Pittsburgh, Ft. Wayne and Chicago Railway under said lease, and fifth party will assume the obligations herein stipulated to be performed by the first party, and will protect the second, third and fourth parties in the enjoyment of the rights and privileges hereby conferred upon them, so long as said fifth party shall continue in possession of said Pittsburgh, Ft. Wayne and Chicago Railway. But nothing herein contained shall require either the first party, or the fifth party to

insure the second, third and fourth parties, or either of them, in the use of the passenger depot and appurtenances herein described, any longer than said lease of the Pittsburgh, Ft. Wayne and Chicago Railway shall continue in force and effect.

XIV. This contract may be altered or amended with the consent of all parties hereto, but not otherwise.

XV. If at any time, a difference of opinion shall exist in respect to the rights or duties of either party under this agreement, or under the rules which may be adopted by the Board of General Managers for the government of joint employes, the question in dispute shall be referred to a Board of Arbitrators, consisting of three competent disinterested persons, one of whom shall be chosen by each party to the dispute, and the two so chosen shall select a third. The party desiring such arbitration shall give written notice of the same to each of the parties to this agreement, setting forth therein, definitely, the point or points in dispute, and name the person selected by such party to act as arbitrator.

In event that the parties, on whom such notice shall be served, shall not, within fifteen days of such service, name a second disinterested person to act as arbitrator, the party serving such notice shall select the second, and the two thus chosen shall select a third.

The Board of Arbitrators, thus chosen, shall proceed at once to hear, consider and determine the matter submitted to them; and shall give to each of the parties to such matter of difference, notice, which shall not be less than ten days, of the time and place of hearing; and at the time and place appointed, shall proceed with the hearing, unless for good cause, of which the arbitrators shall be the judges, it shall be postponed to some later day or days. And the determination of the arbitration thus constituted, or a majority of the persons composing the same, to be made in writing, and a copy thereof to be delivered to each of the parties, shall be final and conclusive upon the parties in reference to all matters thus submitted.

In Testimony Whereof, The parties have caused this Agreement to be executed by their proper officers, and their several corporate seals to be hereto affixed, the day and year first above written.

The Pennsylvania Company,
[Seal] *By* J. N. McCULLOUGH,
Attest: *First Vice President.*
S. B. LIGGETT,
Assistant Secretary.

The Chicago and Alton Railroad Company,
[Seal] *By* T. B. BLACKSTONE,
Attest: *President.*
C. H. FOSTER,
Secretary.

Chicago, Milwaukee and St. Paul Railway Company,
[Seal] *By* ALEX. MITCHELL,
Attest: *President.*
R. D. JENNINGS,
Secretary.

Chicago, Burlington and Quincy Railroad Company,
[Seal] *By* C. E. PERKINS,
Attest: *Vice President.*
J. E. WALKER,
Secretary.

The Pennsylvania Railroad Company,
[Seal] *By* G. B. ROBERTS,
Attest: *President.*
JNO. C. SIMS, JR.,
Assistant Secretary.

In Consideration of the sum of one dollar in hand paid, receipt whereof is hereby acknowledged, the Pittsburgh, Ft. Wayne and Chicago Railway Company hereby assents to and confirms the foregoing agreement; and further hereby covenants and agrees, that in case the lease of the Pittsburgh, Ft. Wayne and Chicago Railway to the Pennsylvania Railroad Company, mentioned in the foregoing agreement, should for any reason be forfeited or otherwise cease before the termination of the period therein named, to wit: nine hundred and ninety-nine years from July 1, 1869, said Pittsburgh, Ft. Wayne and Chicago Railway Company will continue to said Chicago and Alton Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, and Chicago, Burlington and Quincy Railroad Company, the rights and privileges conferred upon said companies respectively, in the foregoing Agreement; upon condition that said companies will each strictly and faithfully perform all the conditions and covenants therein stipulated to be performed by them respectively: *Provided, however,* that nothing herein contained shall, in any manner, be construed to be a release of the Pennsylvania Railroad Company from its full responsibility as lessee, or from the payment of either or any of the sums of money required in said lease by it to be paid, or from the full and complete performance by it of either or any of the obligations devolved upon said Pennsylvania Railroad Company in said lease, or be construed to recognize or consent to the possession or operation of the demised property by the first party, except as agent of the fifth party herein mentioned.

In Testimony Whereof, The Pittsburgh, Ft. Wayne and Chicago Railway Company has caused these presents to be executed by its proper officer, and its corporate seal to be hereto affixed, this seventh day of September, 1880.

The Pittsburgh, Ft. Wayne and Chicago Railway Company,
[Seal] *By* L. H. MEYER,
Attest: *President pro tem.*
F. M. HUTCHINSON,
Secretary.

AGREEMENT, September 7, 1880, between Pennsylvania Company, Chicago and Alton Railroad Company, Chicago, Burlington & Quincy Railroad Company, Pennsylvania Railroad Company, Joliet and Chicago Railroad Company and Pittsburgh, Ft. Wayne and Chicago Railway Company.

USE OF TRACKS IN CHICAGO

This Agreement, Entered into this seventh day of September, in the year 1880, between the Pennsylvania Company as first party, the Chicago and Alton Railroad Company as second party, the Chicago, Burlington and Quincy Railroad Company as third party, the Pennsylvania Railroad Company as fourth party, the Joliet and Chicago Railroad Company as fifth party, and the Pittsburgh, Ft. Wayne and Chicago Railway Company as sixth party, bears witness:

Whereas, The fifth and sixth parties are the owners, as tenants in common, of certain real estate in Chicago, Illinois, with two main tracks thereon, situated between Sixteenth street and the north side of Van Buren street, the same being now and for a long time a part of the main line of railway of said respective parties; and,

Whereas, The first party is in possession of and is operating the entire railway of the sixth party under a lease of the same to the fourth party, dated June 7, 1869, and extending for a term of nine hundred and ninety-nine years, from July 1, 1869; and the second party is in possession of and is operating the entire railway of the fifth party, under a perpetual lease.

Whereas, The third party wishes to connect the tracks of its railway north of and near Sixteenth street with the two main tracks now constructed as aforesaid, and with such other tracks as may be hereafter constructed at that point, by the first and second parties, for the purpose of using jointly with the first and second parties, said tracks between said point of connection near Sixteenth street and the north line of Van Buren street, for the passage of its passenger trains, and said tracks between said point of connection near Sixteenth street and a point near the north line of Twelfth street for the passage of its freight trains; and the first and second parties are willing to grant a right to such joint use on the terms and conditions following:

Now, Therefore, It is covenanted and agreed between the parties as follows:

I. The first and second parties hereby grant and convey to the third party, its successors and assigns, a right to use jointly with the first and second parties, but for the passage of its engines and cars in passenger, mail and express service only, said two main tracks between said connection near Sixteenth street and the north line of Van Buren street; also, any other track or tracks parallel with and contiguous to said two main tracks which may be hereafter constructed between said points, for the accommodation of the passenger, mail and express business of the parties hereto; the object of this grant being to enable the third party to reach and enjoy the facilities of the new General Passenger Depot now being

constructed on lands of the sixth party between Madison and Van Buren streets in said city.

The first and second parties also further grant and convey to the third party, its successors and assigns, a right to use jointly with the first and second parties, for the passage of its engines and cars in freight service, so much of the tracks hereinbefore described as are or may be situated between Sixteenth street and Twelfth street.

II. The grant herein made, includes the right of the third party to make, at its own expense, necessary connections with the tracks described and the tracks of its own railway; and the third party agrees to furnish, at its own expense, frogs, switches, switch posts, and such other material as may be necessary to effect such connection of tracks, in a manner that shall be satisfactory to the first and second parties.

III. The third party hereby accepts the grant of right of joint use as herein set forth, and agrees to pay annually to each of the first and second parties respectively, as fixed rental or compensation for use of said two main tracks as now constructed, one-sixth of the interest, at seven per centum per annum, on the sum of two hundred and fifty thousand dollars which sum, amounting to twenty-nine hundred and sixteen dollars and sixty-six cents, due and payable to each of the first and second parties annually, the third party agrees to pay to the treasurer of each of said parties, in lawful money of the United States of America, in four equal quarterly payments on the first Monday of each of the following months: January, April, July and October. It being the intention of the first and second parties to purchase additional land and construct additional tracks, immediately adjacent to the two main tracks already constructed, for the accommodation of joint business between Sixteenth street and Van Buren street, the third party covenants and agrees that in addition to the fixed rental hereinbefore stipulated to be by it paid, in respect to said two main tracks, it will pay to said first and second parties, respectively, one-sixth the interest at seven per centum per annum on the cost of real estate and of materials and construction required in providing said additional tracks, which additional payment of fixed rental shall be made at the time and in the manner hereinbefore set forth in respect to the rental of said existing two main tracks.

IV. The first party shall be charged with the duty of maintenance of the tracks herein described, and of payment of all taxes and assessments which may be lawfully levied or assessed upon the same, and every part thereof; and the third party agrees that, in addition to the fixed rental above mentioned, it will pay to the first party its just and proper proportion of such expense of maintenance; also, of taxes and assessments, and the wages of joint employes, including its proportion of any moneys the first and second parties may contribute towards the erection of viaducts over or tunnels under said tracks so to be jointly used; such payments to be made monthly, upon bills to be presented by the first party, and within ten days of the time when such bills may be presented. That just and proper proportion of current expenses to be paid by the third party, as recited in this paragraph, shall be determined by the ratio which the car and engine mileage of the

third party bears to the total car and engine mileage of all parties using said tracks. The total and individual car and engine mileage on the tracks in question, shall be determined by actual count, at such times and for such periods as the parties may agree upon. But a new count and computation of mileage shall be made at any time, on request of either party. And until such request for new count and computation shall be made, the ratio previously determined and agreed upon shall continue in force.

V. The general managers of the parties using said tracks shall arrange the time of the movement of their respective trains over the same. They shall also provide rules for the management of joint employes. The first party shall appoint the same, subject to removal on the joint request of the second and third parties, or for good cause, on request of either the second or third party.

VI. Each party shall be responsible for loss or damage caused by conduct or neglect of its own employes, to persons or property. Loss or damage caused by conduct or neglect of joint employes shall be adjusted by the first party, and all moneys so paid by it shall be charged to the joint current account of expenses of maintaining said tracks and operating trains thereon.

VII. If the third party shall, at any time, make default in the payment of any or either of the amounts herein provided by it to be paid, and such default shall continue for the space of ninety days after written notice of said default shall have been served, then, at the election of either the first or second party, to whom such payment shall be due and unpaid, and on written notice thereof, but not otherwise, the rights of the third party, under this agreement, shall wholly cease and determine; and, upon service of said last mentioned notice, the third party shall surrender peaceable possession of the tracks, herein described, to the first and second parties.

VIII. Should the first and second parties, at any future time, grant to any other company or companies the right to use, in common with the parties hereto, their tracks between Sixteenth street and the north line of Van Buren street, then the division of rental and operating expenses shall be readjusted on the basis of the number of roads using said tracks, and the car and engine mileage of each thereon.

IX. The grant herein made to the third party shall continue during the unexpired term of the lease of the Pittsburgh, Ft. Wayne and Chicago Railway to the Pennsylvania Railroad Company, namely, nine hundred and eighty-eight years from July 1, 1880, *subject always, however*, to the faithful performance by the third party of each and all the obligations herein stipulated to be by it performed, and provided that no assignment of the rights and privileges conferred upon the third party in this agreement to any other company shall be of any effect without the assent thereto, in writing, of the first and second parties.

X. The fourth party, as lessee of the Pittsburgh, Ft. Wayne and Chicago Railway, under the lease mentioned in this agreement, hereby assents to and affirms the execution of this agreement, on the part of the first party. It further agrees that if, for any cause, the first party shall cease to operate and control the Pittsburgh, Ft. Wayne and Chicago Railway, under said

lease, and the fourth party shall, in consequence thereof, resume the operation of said Pittsburgh, Ft. Wayne and Chicago Railway, under said lease, said fourth party will assume the obligations herein stipulated to be performed by the first party, and will protect the third party in the enjoyment of the rights and privileges hereby conferred upon it, so long as said fourth party shall continue in possession of said Pittsburgh, Ft. Wayne and Chicago Railway. But nothing herein contained shall require either the first party or the fourth party to insure the third party in the use of the tracks herein described, any longer than said lease of the Pittsburgh, Ft. Wayne and Chicago Railway shall continue in force and effect.

XI. The fifth party, as lessor of the Joliet and Chicago Railroad, hereby assents to and confirms this agreement. It further agrees that if, for any cause, the second party shall cease to operate and control the Joliet and Chicago Railroad, under the lease of the same herein mentioned, and the fifth party shall in consequence thereof resume the operation and control of the same, the fifth party will assume the obligations herein stipulated to be performed by the second party, and will protect the third party in the enjoyment of the rights and privileges herein conferred upon it, during the period of the grant herein made to the third party.

XII. The sixth party, as lessor of the Pittsburgh, Ft. Wayne and Chicago Railway, hereby assents to and confirms this agreement. It further covenants that, in case the lease of the Pittsburgh, Ft. Wayne and Chicago Railway to the Pennsylvania Railroad Company shall for any reason be forfeited, or otherwise cease before the termination of the period herein named, to-wit: nine hundred and eighty-eight years, from July 1, 1880, the sixth party will continue to the third party the rights and privileges conferred upon said third party in this agreement, *upon condition* that said third party will strictly and faithfully perform all the conditions and covenants herein stipulated to be by it performed. *Provided, however,* that nothing herein contained shall, in any manner, be construed to be a release of the Pennsylvania Railroad Company from its full responsibility as lessee, or from the payment of either or any of the sums of money required in said lease by it to be paid, or from the full and complete performance by it of either or any of the obligations devolved upon said Pennsylvania Railroad Company in said lease, or be construed to recognize or consent to the possession or operation of the demised property by the first party, except as agent of the fourth party herein mentioned.

XIII. If, at any time, a difference of opinion shall exist in respect to the rights or duties of either party under this agreement, or under the rules which may be adopted by the General Managers of the parties hereto, for the government of joint employes, the question in dispute shall be referred to a Board of Arbitrators, consisting of three competent disinterested persons, one of whom shall be chosen by each party to the dispute, and the two so chosen shall select a third. The party desiring such arbitration shall give written notice of the same to each of the parties to this agreement, setting forth therein, definitely, the point or points in dispute, and name the person selected by such party to act as arbitrator.

In event that the parties, on whom such notice shall be served, shall not, within fifteen days of such service, name a second disinterested person to act as arbitrator, the party serving such notice shall select the second, and the two thus chosen shall select a third.

The Board of Arbitrators, thus chosen, shall proceed at once to hear, consider and determine the matter submitted to them; and shall give to each of the parties to such matter of difference, notice, which shall not be less than ten days, of the time and place of hearing; and at the time and place appointed, shall proceed with the hearing, unless for good cause, of which the arbitrators shall be the judges, it shall be postponed to some later day or days. And the determination of the arbitration thus constituted, or a majority of the persons composing the same, to be made in writing, and a copy thereof to be delivered to each of the parties, shall be final and conclusive upon the parties in reference to all matters thus submitted.

In Testimony Whereof, The parties to this agreement have caused the same to be executed by their proper officers, and their respective corporate seals to be hereto affixed, duly attested, the day and year first above written.

The Pennsylvania Company,

[Seal] BY J. N. McCULLOUGH,

First Vice President.

Attest:

S. B. LIGGETT,

Assistant Secretary.

The Chicago and Alton Railroad Company,

[Seal] BY T. B. BLACKSTONE,

President.

Attest:

O. H. FOSTER,

Secretary.

Chicago, Burlington and Quincy Railroad Company,

[Seal] BY C. E. PERKINS,

Vice President.

Attest:

J. E. WALKER,

Secretary.

The Joliet and Chicago Railroad Company,

[Seal] BY JOHN CRERAR,

President.

Attest:

C. H. FOSTER,

Secretary.

The Pennsylvania Railroad Company,

[Seal] BY G. B. ROBERTS,

President.

Attest:

JNO. C. SIMS, Jr.,

Assistant Secretary.

The Pittsburgh, Ft. Wayne and Chicago Railway Company,

[Seal] BY L. H. MEYER,

President pro tem.

Attest:

F. M. HUTCHINSON,

Secretary.

AGREEMENT June 6, 1882, Pennsylvania Company, Chicago and Alton Railroad Company, Chicago, Milwaukee & St. Paul Railway Company, Chicago, Burlington & Quincy Railroad Company, Pittsburgh, Cincinnati & St. Louis Railway Company

The several Companies whose names are hereto subscribed, being parties to a joint agreement dated September 7th, 1880, for the construction, use and enjoyment of a general passenger depot in the City of Chicago, and agreeably to Section IV of said agreement, hereby certify and declare that the following sums have been unanimously agreed upon as the value of the Real Estate upon which said passenger depot and structures have been erected; also the cost of said depot, tracks & appurtenances; also the amount of annual rental and of the quarterly payments thereof, to be made as provided in said article, viz.:

1. Total value of land purchased subsequent to Nov. 1st 1879, as per Exhibit "A" hereto attached.....$190,422.89

2. Total value of land, also cost of said depot, tracks and appurtenances, with interest added from date of all payments to April 1st, 1881, as per Exhibit "B" hereto attached.....$1,057,877.35

3. Total amount of said annual rental due to Pennsylvania Company from each of the following named Companies, on the basis of occupation of said depot by five Companies, viz.: Chicago & Alton Railroad Company, Chicago, Burlington & Quincy Railroad Company, Chicago, Milwaukee & St. Paul Railway Company, Pitts., Cin. & St. Louis Ry. Co., operating C. C. & I. C. Ry. $14,810.28

4. Total amount of quarterly payments due from each of the Companies above named.....$3,702.57

In testimony whereof the parties have caused these present to be executed, and their several corporate seals to be hereto affixed this sixth day of June, 1882.

Pennsylvania Company,
BY J. N. McCULLOUGH,
President.

[Seal] Attest:
S. B. LIGGETT,
Secretary.

Chicago & Alton Railroad Company,
BY T. B. BLACKSTONE,
President.

[Seal] Attest:
C. H. FOSTER,
Secretary.

Chicago, Milwaukee & St. Paul Railway Company,
BY ALEX. MITCHELL,
President.

[Seal] Attest:
P. M. MYERS,
Secretary.

Chicago, Burlington & Quincy Railroad Company,
BY C. E. PERKINS,
President.

[Seal] Attest:
A. T. HALL,
Secretary.

Pittsburgh, Cincinnati & St. Louis Railway Company,
BY J. N. McCULLOUGH,
First Vice President.

[Seal] Attest:
S. B. LIGGETT,
Secretary.

ARTICLES OF INCORPORATION OF THE UNION STATION COMPANY—JULY 1, 1913

The Chicago, Burlington & Quincy Railroad Company, a railroad corporation organized and existing under the laws of the State of Illinois;

The Chicago, Milwaukee & St. Paul Railway Company, a railroad corporation organized and existing under the laws of the State of Wisconsin; and

The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, a railroad corporation organized and existing under the laws of the State of Illinois, hereby join in forming The Union Station Company under an Act entitled—

> "An Act for the formation of corporation for the purpose of constructing, maintaining and operating union depots and to repeal 'An Act authorizing the formation of union depots and stations for railroads in this State, approved April 7, 1875, in force July 1, 1875,' " approved May 20, 1913, in force July 1, 1913,

for the purpose of constructing, establishing, and maintaining a Union Station in the City of Chicago, with the necessary officers and rooms convenient for the same, and appurtenances thereto, and for that purpose make and sign Articles of Incorporation as follows:

First. The Corporation is to continue for fifty (50) years.

Second. The said Union Station is to be located in the City of Chicago, in the County of Cook and State of Illinois.

Third. The amount of the Capital Stock is to be Fifty Million ($50,000,000) Dollars.

Fourth. The capital stock is to be divided into Five Hundred Thousand shares of One Hundred Dollars ($100.00) each.

Fifth. The names and places of residence of its directors, who will manage its affairs for the first year, and until others are chosen in their places, are as follows:

Name	*Residence*
Darius Miller,	Chicago, Illinois.
Albert J. Earling,	Chicago, Illinois.
Joseph Wood,	Pittsburgh, Pennsylvania.
J. J. Turner,	Pittsburgh, Pennsylvania.
John J. Mitchell,	Chicago, Illinois.

Sixth. The amount of stock taken by each subscriber is as follows:

Chicago, Burlington & Quincy Railroad Company, 125,000 shares $12,500,000.00

Chicago, Milwaukee & St. Paul Railway Company, 125,000 shares 12,500,000.00

The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, 250,000 shares..... 25,000,000.00

In witness whereof, the said Incorporators have caused their names to be hereunto signed by their Presidents, respectively, and have caused their respective corporate Seals to be attached, duly attested by their respective Secretaries, this First day of July, A. D. 1913.

Chicago, Burlington & Quincy Railroad Company,
BY DARIUS MILLER,
[Corporate Seal Chicago, Burlington & Quincy Railroad Company.]
Attest: *President.*
H. E. JARVIS,
Asst. Secretary.

Chicago, Milwaukee & St. Paul Railway Company,
BY A. J. EARLING,
[Corporate Seal Chicago, Milwaukee & St. Paul Railway Company.]
Attest: *President.*
A. C. HAGENSICK,
Assistant Secretary.

The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company,
BY SAML. REA,
[Corporate Seal The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company.]
Attest: *President.*
J. L. MASON,
Assistant Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, John W. Rainey, Clerk of the Circuit Court of Cook County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain Petition filed in this Office on the 2nd day of July, A. D. 1913, in a certain cause lately pending in said Court, on the Chancery side thereof, in re Petition of Chicago, Burlington & Quincy Railroad Company, *et al.* to incorporate "The Union Station Company."

In witness whereof, I have hereunto set my hand and affixed the Seal of said Court, at Chicago, in said County, this 2nd day of July, 1913.

JOHN W. RAINEY,
[Seal] *Clerk.*

UNITED STATES OF AMERICA.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Pleas before the Honorable Jesse A. Baldwin, one of the Judges of the Circuit Court of Cook County, Illinois, at a term thereof begun and holden at Chicago, in the Court House in said County and State, on the third Monday (being the 16th day) of June in the year of Our Lord one thousand nine hundred and thirteen and of the Independence of the United States, the one hundred and Thirty Seventh.

Present, Honorable Jesse A. Baldwin, one of the Judges of the Circuit Court of Cook County, State of Illinois.

Maclay Hoyne, State's Attorney.

Michael Zimmer, Sheriff.

Attest:

John W. Rainey, Clerk.

BE IT REMEMBERED, that at the term aforesaid, to-wit: on the 2nd day of July, A. D. 1913, the following, among other proceedings were had and entered of record in said Court, to-wit:

STATE OF ILLINOIS } ss.
COUNTY OF COOK. }

IN THE CIRCUIT COURT THEREOF,
June Term, A. D. 1913.

WHEREAS, the Chicago, Burlington & Quincy Railroad Company, the Chicago, Milwaukee & St. Paul Railway Company, and The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, have filed in the office of the Clerk of the Circuit Court of Cook County their Articles of Association, in compliance with the provisions of an Act entitled,

"An Act for the formation of corporations for the purpose of constructing, maintaining and operating union depots and to repeal 'An Act authorizing the formation of union depots and stations for railroads in this State, approved April 7, 1875, in force July 1, 1875,'"

approved May 20, 1913, in force July 1, 1913, with their petition of incorporation, under the name and style of The Union Station Company; they are therefore hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the Act above named.

By order of the Circuit Court of Cook County.

JESSE A. BALDWIN,
Judge.

[Seal]

Attest:

JOHN W. RAINEY,
Clerk of the Circuit Court
of Cook County.

STATE OF ILLINOIS,
COOK COUNTY. } ss.

I, John W. Rainey, Clerk of the Circuit Court of Cook County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain Order had and entered of record on the 2nd day of July, A. D. 1913 in a certain cause lately pending in said Court, on the Chancery side thereof, in re Chicago, Burlington and Quincy Railroad Company, *et al.* petition to incorporate The Union Station Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court, at Chicago, in said County, this 2nd day of July, 1913.

JOHN W. RAINEY,
[Seal] *Clerk.*

(Endorsed) Box 438 Gen. No. 322853 Circuit Court of Cook County. In Re Petition of C. B. & Q. vs. to incorporate the Union Station Company. 5221010. State of Illinois Cook County ss No. Filed for Record 1913 Jul 7 PM 3 59 and recorded in Book 4 of R. R. Corp of records, page 356. Joseph F. Connery, Recorder.

ORDINANCE

March 23, 1914

Granting to The Union Station Company, a corporation its successors and assigns, the right to construct, maintain and operate a railroad passenger station in the City of Chicago, and the right also to construct, maintain and operate certain railroad tracks and facilities in connection therewith in this ordinance described.

Be it ordained by the City Council of the City of Chicago:

SECTION 1. That, subject to the provisions, conditions and limitations hereof, permission and authority be, and the same are, hereby granted to The Union Station Company, a corporation of the State of Illinois, to construct, maintain, use and operate a railroad passenger station and facilities, as follows:

(a) A station building and appurtenances located within the present east curb line of South Clinton street, the present north curb line of West Jackson boulevard, the present south curb line of West Adams street, and the east curb line of South Canal street, as located in Section two hereof; provided that no space within the streets in this paragraph mentioned, shall be occupied above the roadways and sidewalks thereof;

(b) A concourse, trainsheds and appurtenances located within the east curb line of South Canal street, as located in Section two hereof, the present north curb line of West Jackson street, the present south curb line of West Adams street and the present South Branch of the Chicago River; provided that no space within the streets mentioned in this paragraph shall be occupied above the roadways and sidewalks thereof;

(c) Tracks, buildings and facilities, of every kind, necessary or convenient for the construction, maintenance, use and operation of said passenger station, upon private premises, the limits of which are the present north line of Carroll avenue on the north, the present south line of West Twelfth street on the south, the North and South Branches of the Chicago River on the east, and the east line of North and South Canal streets as widened as hereinafter provided, on the west;

(d) Express and mail buildings, and similar buildings, tracks and facilities, accessory and incidental to and appropriate and convenient for the construction, maintenance, use and operation of said station upon the streets and alleys within the limits in the preceding paragraph described, and also four main tracks and a siding crossing North Canal street in the block between Fulton street and Carroll avenue; provided that nothing in this ordinance contained shall be construed to or shall authorize any use of West Water street between West Lake street and West Washington street except for the relocation of the same number of tracks that are now located in said street between said points, subject to existing ordinances.

The tracks, buildings and facilities in this section described are to be constructed, maintained, used and operated in accordance with the requirements as hereinafter set forth and the general ordinances of the City of Chicago; provided, however, that the permission and authority in this ordinance conferred shall not permit The Union Station Company to construct, maintain, use or operate any track or tracks on North or South Canal streets, except in the block between Fulton street and Carroll avenue, where the use shall be limited to four main tracks and a siding, or to construct, maintain, use and operate any track or tracks in or along any street or streets extending in an easterly and westerly direction, except for the purpose of crossing such street or streets, or to construct any buildings on or over North Canal street or South Canal street, or any facilities in said street above the level of the roadways and sidewalks thereof, except tracks between Fulton street and Carroll avenue as above provided, or any buildings upon any other street or alley to a height of more than sixty feet above Chicago City datum or to a depth of more than fifteen feet below Chicago City datum, nor in any event shall any building, tracks or facilities be constructed on any street or alley within the limits described in the foregoing paragraph (a) above the level of any viaduct now constructed or hereafter to be constructed on such street or alley;

(e) The Union Station Company agrees for itself and for the railroad companies using the said station and facilities that at least two of the tracks of the said railroad companies shall be constructed as through connecting tracks.

§ 2. From the south curb line of West Lake street to the north curb line of West Washington street the curb lines of North Canal street shall remain as at present.

From the south curb line of West Washington street to the north curb line of West Twelfth street, the west curb line of North and South

Canal street shall be parallel with the present west line of North and South Canal street and shall lie twenty (20) feet east thereof.

From the south curb line of West Washington street to the north curb line of West Twelfth street, the east curb line of North and South Canal street shall be parallel with the present west line of North and South Canal street and shall be eighty (80) feet east thereof, except between West Adams street and West Jackson boulevard, where said east curb line shall be parallel with and eighty-five (85) feet east of said west line of said street and between West Harrison street and West Twelfth street, where said east curb line shall be parallel with and ninety (90) feet east of said west line of said street.

The present grades of streets hereinafter mentioned in this section are changed as follows:

Grades on South Canal street from West Madison street to West Twelfth street.

At the intersection of West Madison street the grades of the northwest and southwest curb corners shall remain unchanged. The grades of the northeast and southeast curb corners shall be eighteen (18) feet above city datum.

At the intersection of West Monroe street the northwest and southwest curb corners shall be twenty-three and five-tenths (23.5) feet above city datum. The northeast and southeast curb corners shall be twenty four (24) feet above city datum.

At the intersection of West Adams street, the northwest and southwest curb corners shall be twenty-five and five-tenths (25.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-six (26) feet above city datum.

At the intersection of West Jackson boulevard the northwest and southwest curb corners shall be twenty-five and five-tenths (25.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-six (26) feet above city datum.

At the intersection of West Van Buren street the northwest and southwest curb corners shall be twenty-one and five-tenths (21.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-two (22) feet above city datum.

At the intersection of West Harrison street, the northwest and southwest curb corners shall be twenty-three and five-tenths (23.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-four (24) feet above city datum.

At the intersection of Polk street, the northwest and southwest curb corners shall be twenty-four and five-tenths (24.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-five (25) feet above city datum.

At the intersection of Taylor street, the northwest and southwest curb corners shall be twenty-four and five-tenths (24.5) feet above city datum, and the northeast and southeast curb corners shall be twenty-five (25) feet above city datum.

From the south curb line of Taylor street the grade shall descend at a uniform rate of two (2) feet in one hundred (100) feet, to a point three hundred sixty-five (365) feet south of the south curb line of Taylor street. At this point the elevation shall be seventeen and seven-tenths (17.7) feet above city datum at the east curb line of South Canal street and seventeen and two-tenths (17.2) feet above city datum at the west curb line of South Canal street.

At the intersection of West Twelfth street, the northwest and southwest curb corners shall be seventeen and two-tenths (17.2) feet above city datum, and the northeast and southeast curb corners shall be seventeen and seven-tenths (17.7) feet above city datum.

All intermediate grades on South Canal street between West Madison street and West Twelfth street shall vary uniformly between the points herein established.

Grades on East and West streets from West Lake street to West Twelfth street.

In West Lake street the floor of the viaduct shall extend level at an elevation of twenty-three (23) feet above city datum, from an intersection with the present surface of the street at a point one hundred seventy-nine (179) feet east of the east line of North Canal street to a point two hundred seventy-nine (279) feet east of the east line of North Canal street; thence it shall descend on a uniform grade to intersect the level of the floor of the river bridge. The floor of the river bridge shall be at an elevation of twenty-two (22) feet above city datum.

In West Randolph street the floor of the viaduct over the tracks of The Union Station Company shall be twenty-two and twenty-five one-hundredths (22.25) feet above city datum and shall connect with the present grades of West Randolph street.

In West Washington street the grade shall remain unchanged until a new viaduct is constructed between North Canal street and the west bank of the South Branch of the Chicago River.

In West Madison street the floor of the river bridge shall be at the present elevation of twenty-two (22) feet above city datum at the east break in the floor. It shall rise to a level of twenty-three (23) feet above city datum at the west break in the floor. From this point the floor of the viaduct over the tracks of The Union Station Company shall extend at an elevation of twenty-three (23) feet above city datum to a point one hundred sixty-seven (167) feet east of the east curb line of Canal street; thence it shall descend at a uniform rate to an elevation of eighteen (18) feet above city datum at the east curb line of Canal street.

In West Monroe street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-three and five-tenths (23.5) feet above city datum at the west curb line of South Canal street. The floor of the viaduct over the tracks of The Union

Station Company shall be twenty-four (24) feet above city datum from the east curb line of South Canal street to the west break in the floor of the river bridge. Thence the grade shall descend to an elevation of twenty-three (23) feet above city datum at the east break in the floor of the river bridge.

In West Adams street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-five and five-tenths (25.5) feet above city datum at the west curb line of South Canal street. The floor of the viaduct from the east curb line of South Canal street to the west break in the floor of the river bridge shall be twenty-six (26) feet above city datum. The east break in the floor of the river bridge shall be at an elevation of twenty-three and seventy-five one-hundredths (23.75) feet above city datum.

In West Jackson boulevard the curbs shall rise to the east from their present elevation of sixteen (16) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-five and five-tenths (25.5) feet above city datum at the west curb line of South Canal street. The east curb line of South Canal street shall be at an elevation of twenty-six (26) feet above city datum; thence it shall rise at a uniform rate to an elevation of twenty-eight (28) feet above city datum at a point thirty-one and seventy-five one-hundredths (31.75) feet west of the west break in the floor of the river bridge, thence level to the west break in the floor of the new bridge. The east break in the floor of the river bridge shall be at an elevation of twenty-five and four-tenths (25.4) feet above city datum.

In West Van Buren street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-one and five-tenths (21.5) feet above city datum at the west curb line of South Canal street. The grade shall continue level at an elevation of twenty-two (22) feet above city datum from the east curb line of South Canal street to a point at the present elevation of the present viaduct about two hundred (200) feet east of the east curb line of South Canal street and thence shall descend at a uniform rate of one (1) foot in one hundred (100) feet to the west break in the floor of the present bridge.

In West Harrison street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-three and five-tenths (23.5) feet above city datum at the west curb line of South Canal street. The grade shall rise from an elevation of twenty-four (24) feet above city datum at the east curb line of South Canal street to an elevation of twenty-five (25) feet above city datum at a point one hundred and thirty-two (132) feet east of the east curb line of South Canal street produced from the north. The elevation of the floor of the river bridge shall be twenty-two (22) feet above city datum at the east break in the floor and twenty-three (23) feet above city datum at the west break in the floor. The floor of the viaduct shall rise on a uniform

grade of five-tenths (0.5) feet in one hundred (100) feet from an elevation of twenty-three (23) feet above city datum at the west break in the floor of the river bridge to an elevation of twenty-five (25) feet above city datum. Thence it shall run level to said point one hundred and thirty-two (132) feet east of the east curb line of South Canal street. The east approach to the river bridge shall descend at a uniform rate of three (3) feet in one hundred (100) feet from the east break in the floor of the river bridge to meet the present surface of the street. The approach to the north in Franklin street shall descend at a uniform rate of three (3) feet in one hundred (100) feet to an intersection with the present surface of Franklin street.

In Market street the curbs shall descend at a uniform rate from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of six (6) feet above city datum at the west line of South Canal street.

In Polk street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-four and five-tenths (24.5) feet above city datum at the west curb line of South Canal street. The floor of the viaduct shall rise at a uniform rate of five-tenths (0.5) foot in one hundred (100) feet from the present elevation of twenty-three (23) feet above city datum at the west break in the floor of the river bridge to an elevation of twenty-six (26) feet above city datum. It shall extend level at an elevation of twenty-six (26) feet above city datum to a point thirty-three (33) feet east of the east curb line of South Canal street. Thence it shall descend at a uniform rate to an elevation of twenty-five (25) feet above city datum at the east curb line of South Canal street.

In Gilpin place the curbs shall descend at a uniform rate from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of six (6) feet above city datum at the west line of South Canal street.

In Forquer street the curbs shall descend at a uniform rate from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of six (6) feet above city datum at the west line of South Canal street.

In Taylor street the curbs shall rise to the east from their present elevation of fourteen (14) feet above city datum at the east curb line of South Clinton street to an elevation of twenty-four and five-tenths (24.5) feet above city datum at the west curb line of South Canal street. The grade shall rise from an elevation of twenty-five (25) feet above city datum at the east curb line of South Canal street to an elevation of twenty-seven (27) feet above city datum at a point eighty (80) feet east of the east curb line of South Canal street. From this point the floor of the viaduct shall extend level at an elevation of twenty-seven (27) feet above city datum to a point three hundred sixty-two (362) feet east of the east curb line of South Canal street, where it shall meet the present elevation of the viaduct.

In De Koven street the northwest curb corner at the intersection of South Canal street shall be at an elevation of nineteen and six-tenths (19.6) feet above city datum. The southwest curb corner at the intersection of South Canal street shall be at an elevation of eighteen and eight-tenths (18.8) feet above city datum. The curbs shall rise at a uniform rate from their present elevation of thirteen (13) feet above city datum at the east curb line of South Clinton street to connect with the grades at the west curb line of South Canal street as herein established.

In Bunker street the curbs shall rise at a uniform rate from their present elevation of thirteen and three-tenths (13.3) feet above city datum at the east curb line of South Clinton street to connect with the grades at the west curb line of South Canal street as herein established.

In West Twelfth street the floor of the river bridge shall be at an elevation of thirty (30) feet above city datum at the west break in the floor. From this point the grade shall run level at an elevation of thirty (30) feet above city datum to a point four hundred ten (410) feet east of the east curb line of South Canal street. Thence the grade shall descend at a uniform rate of three (3) feet in one hundred (100) feet to an elevation of seventeen and seven-tenths (17.7) feet above city datum at the east curb line of South Canal street. From the west curb line of South Canal street, where the grade is seventeen and two-tenths (17.2) feet above city datum, as hereinbefore established, the grade shall descend at a uniform rate of three (3) feet in one hundred (100) feet, to connect with the present surface of the street.

Grades on North Canal street from West Lake street to West Kinzie street and grades in West Kinzie street from North Canal street to Orleans street.

The grade of North Canal street shall rise at a uniform rate of three (3) feet in one hundred (100) feet from its present elevation of fifteen and five-tenths (15.5) feet above city datum at a point twenty (20) feet north of the north line of West Lake street to an elevation of twenty-nine (29.0) feet above city datum; thence it shall rise at a uniform rate to an elevation of thirty-four (34.0) feet above city datum at the south line of West Kinzie street.

The grade of West Kinzie street shall extend level at an elevation of thirty-four (34.0) feet above city datum from the west curb line of North Canal street to the east break in the floor of the river bridge across the North Branch of the Chicago River. Thence it shall descend at a uniform rate of two and six-tenths (2.6) feet in one hundred (100) feet to an elevation of twenty-five and six-tenths (25.6) feet above city datum at the east line of Kingsbury street. Thence it shall descend at a uniform rate of three and two-tenths (3.2) feet in one hundred (100) feet to an elevation of seventeen and nine-tenths (17.9) feet above city datum at the west line of Orleans street. Thence it shall descend at a uniform rate of two (2) feet in one hundred (100) feet to an elevation of sixteen and three-tenths (16.3) feet above city datum at the east line of Orleans street; thence it shall descend at a uniform rate of three and two-tenths (3.2)

feet in one hundred (100) feet to an intersection with the present surface of West Kinzie street. The grade of Orleans street shall descend from the elevations herein stated at the intersection of West Kinzie street at a uniform rate of three and two tenths (3.2) feet in one hundred (100) feet to an intersection with the present surface of Orleans street.

There shall be a lower roadway on North Canal street from Fulton street to West Kinzie street. The grade of this lower roadway on North Canal street shall be seven and five tenths (7.5) feet above city datum at the intersection of Fulton street. From this elevation the grade of Fulton street shall rise at a uniform rate of three (3) feet in one hundred (100) feet toward the west to an intersection with the present surface of Fulton street. The grade of the lower roadway on North Canal street shall descend at a uniform rate of three (3) feet in one hundred (100) feet from an elevation of seven and five tenths (7.5) feet above city datum at Fulton street to an elevation of not less than five and seven tenths (5.7) feet above city datum at a point sixty (60) feet north of the north line of Fulton street. Thence it shall extend approximately level to a point three hundred (300) feet north of the north line of Fulton street. Thence it shall rise at a uniform rate of two and one tenth (2.1) feet in one hundred (100) feet to an intersection with the present surface of North Canal street at an elevation of approximately eleven (11) feet above city datum. Thence it shall extend at the present grade to an elevation of twelve and eight-tenths (12.8) feet above city datum at the intersection of West Kinzie street. The grade of the lower roadway in West Kinzie street shall extend level from the west curb line of North Canal street at an elevation of twelve and eight-tenths (12.8) feet above city datum to a point one hundred and thirty-five (135) feet west of the line of Kingsbury street. Thence it shall descend at a uniform rate of two (2) feet in one hundred (100) feet to an elevation of ten and one-tenth (10.1) feet above city datum at the west line of Kingsbury street. The grade of the intersection of Kingsbury street and the lower roadway on West Kinzie street shall be ten and one-tenth (10.1) feet above city datum. Thence the grade of Kingsbury street shall rise to the north at a uniform rate of three (3) feet in one hundred (100) feet to an intersection with the present surface of Kingsbury street. The grade of the new lower portion of West Kinzie street east of Kingsbury street and adjoining the present south line of West Kinzie street shall rise from the east line of Kingsbury street at a uniform rate of two and five tenths (2.5) feet in one hundred (100) feet to an elevation of seventeen and one-tenth (17.1) feet above city datum at the center line of Orleans street.

Grades in North Clinton street between West Kinzie street and Fulton street.

The grade of North Clinton street shall extend level at an elevation of seven and eight-tenths (7.8) feet above city datum across the tracks of the railroad companies using the Union Station from a point fifteen (15) feet north of the center line of the north track to a point fifteen (15) feet south of the center line of the south track. Thence the grade shall rise to

the north and to the south at a uniform rate of three (3) feet in one hundred (100) feet to intersect the present surface of North Clinton street.

For greater certainty, a drawing is on file in the Department of Public Works, in the City of Chicago, entitled "Profiles, Lake Street to 12th Street," and marked "Department of Public Works, Drawing No. 621." This drawing shows present grades in dotted lines and proposed grades in full lines.

Nothing in this section contained shall be held or considered in any way to limit the right of the city hereafter to pass an ordinance or ordinances changing the grades or curb lines herein established; provided, however, that in any such ordinance or ordinances, provision shall be made for adequate head-room for the railroad tracks or any of them herein authorized.

§ 3. If in the construction of said station, and the rearrangement of tracks and the changes of grades of said streets, or any of them, abovementioned, or in the prosecution of any of the work by this ordinance authorized, it shall become necessary to change, alter, reconstruct, remove or destroy any pipes, wires, conduits, street railway tracks and property, or other property, belonging to the City of Chicago, or to any public utility corporation or to any individual, such work shall be done solely at the cost and expense of The Union Station Company, and all damage to or cost of alteration of such property shall be borne, assumed, and paid by The Union Station Company, provided that the City of Chicago or any public utility corporation acting under a permit or ordinance grant from the City of Chicago whose utilities are so affected, shall have the permission, right and privilege to perform any work necessitated by any such rearrangement or reconstruction of tracks or changes in grades as hereinabove provided for, the cost of the same to be borne by The Union Station Company in conformity with the provisions of this section.

§ 4. Upon the changes of grade in the portions of streets mentioned in Section 2 being made, The Union Station Company shall at its own sole cost and expense repave and curb with such material and upon such specifications as may be directed by the Commissioner of Public Works, said portions of said streets, and shall reconstruct and repair as may be directed by said Commissioner of Public Works the sidewalks upon both sides of the portions of said streets named in Section 2, and shall maintain said repaving, curbing and sidewalks in good order and repair, satisfactory to the Commissioner of Public Works of the City of Chicago, ordinary wear excepted for a period of ten years from the completion of said work. Any street railway company occupying any of the said streets within the territory designated in Sections 1 and 2 of this ordinance shall, when, and as the grade of said streets shall be changed, as in this ordinance provided, conform the grade of its track or tracks to the change of grade of said streets as in Section 2 required, and reconstruct and restore its tracks and property, but at the sole cost and expense of The Union Station Company as in Section 3 of this ordinance provided, but nothing in this ordinance shall operate or be held to relieve said street railway companies of or from any liability now existing, however created, at their own expense, after the changes,

restoration and reconstruction of street railway tracks and property, provided for or necessitated by this ordinance shall have been completed, to pave and maintain such streets between or on either side of their said tracks in the manner now or hereafter required by ordinance.

§ 5. All of the main, outlying and branch sewers which may be disturbed by carrying out the provisions of this ordinance shall be rearranged or reconstructed, in such manner as shall be prescribed by the Commissioner of Public Works and no change shall be made which shall affect the city drainage or that of the property of any person or corporation, unless The Union Station Company shall first make a satisfactory agreement for such rearrangement or reconstruction with the City of Chicago and with such individuals and corporations as may be injured thereby, or shall obtain such rights as against individuals and corporations by condemnation according to law. All cost, charge and expense of any rearrangement or reconstruction occasioned by the work done under the provisions of this section shall be paid by The Union Station Company.

The changes in streets, in street grades, in viaducts and in sewers, within the territory described in Section 1 hereof, are to be shown in detail upon plans (designated "Union Passenger Station Grade and Sewer Plans") filed with and approved by the Commissioner of Public Works.

§ 6. (1) The Union Station Company is hereby authorized and permitted to use the entire width of South Canal street underneath the surface of the street and sidewalks between the present south curb line of West Adams street and the present north curb line of West Jackson boulevard, and to use the space underneath the sidewalk on the east side of South Clinton street, between the present north curb line of West Jackson boulevard and the present south curb line of West Adams street; and underneath the sidewalks on the north side of West Jackson boulevard and on the south side of West Adams street from the present east curb line of South Clinton street to the new west curb line of South Canal street, and under the east forty feet of North and South Canal streets as widened as provided in Section 8 of this ordinance from the present south line of West Washington street to the alley now connecting South Canal street with West Harrison street, including the space under a strip equal to said forty feet extended across all intersections of streets from West Washington street to the alley north of West Harrison street so as to permit the use of said space as a continuous strip of ground and as a part of said Union Station from West Washington street to the alley north of West Harrison street, provided The Union Station Company shall at its own cost rearrange and properly relocate, as may be directed by the Commissioner of Public Works, any water pipes or other public property the alteration and relocation of which may be necessary by reason of the rights granted to and exercised by The Union Station Company under this ordinance.

(2) The Union Station Company further agrees that the City of Chicago may construct, or authorize to be constructed, subways in West Lake street, West Randolph street, West Madison street, West Monroe street, West Adams street, West Jackson boulevard, West Van Buren street, West

Congress street if extended, West Harrison street, Polk street, Taylor street, West Twelfth street, West Fourteenth street, West Sixteenth street, North and South Canal streets and North and South Clinton streets, the roofs of such subways to be at such levels not above fifteen feet below Chicago City datum as may hereafter be determined by those in charge of subway construction, when approved by the Commissioner of Public Works, and that The Union Station Company will construct the foundations of such structures as it or its associated companies may erect upon or in said streets, between Canal street and the Chicago River, in such a manner as to allow the construction of said subways, and The Union Station Company shall in no event use or permit to be used any of the space in the above streets, between Canal street and the Chicago River, or other space in this section referred to, for a depth lower than fifteen feet below Chicago City datum (except for foundations), and The Union Station Company expressly agrees, by the acceptance of this ordinance, that if the City of Chicago shall at any future time desire to construct subways, in any of the streets or in or under streets vacated by this ordinance, in this ordinance referred to, such subways may be constructed at the levels in this paragraph provided for, beneath the space occupied by The Union Station Company, and any railroad company then using the passenger station and facilities herein authorized, and The Union Station Company further expressly agrees to discharge and release the said City of Chicago from any claim, of any kind, nature or description, on the part of The Union Station Company or any railroad company using the passenger station and facilities herein authorized, for compensation for the land taken for such subways, or damages to the remainder of the land of The Union Station Company or any railroad company using the passenger station and facilities herein authorized, resulting from the taking of such portion for the construction of such subways. The Union Station Company shall remove or adjust at its own expense, under the supervision and direction of the Commissioner of Public Works, any foundations of buildings or structures interfering with the construction of such subways.

The Union Station Company agrees that in case subways are located in any of the streets mentioned in this paragraph, or in other streets which, under the terms of this ordinance, The Union Station Company acquires the right to use, either by vacation or otherwise, as well as under any property, which it or any railroad company now or hereafter using the passenger station and facilities herein authorized now owns or hereafter acquires, and under which streets or alleys or property the City of Chicago shall construct or authorize to be constructed subways, The Union Station Company or such other railroad company shall co-operate with the City of Chicago, or with such parties as may be authorized to construct said subways, to the end that such sections of such subways as are constructed at the time that the buildings or structures of The Union Station Company are constructed, may be jointly designed and jointly constructed, so as to most economically construct such subways and buildings and structures, and to least interfere with the rights of both parties.

It is hereby made a condition of this ordinance that The Union Station Company agrees that there shall be reserved to the City of Chicago at all times the necessary, appropriate and convenient rights and easements (in addition to the easements and rights with respect to viaducts and subways otherwise in this ordinance granted to the city) for the installation, construction and maintenance of all sewer pipes and water mains and other like utilities in all streets in this ordinance mentioned whether vacated or not or which are affected in any way by the railroad improvements herein provided for under the tracks or property of The Union Station Company; such installation, construction and maintenance to be conducted, however, in such a manner as not to interfere with the operation of said railroad properties and facilities herein described, except for such temporary interference as may from time to time be occasioned by the installation, construction, reconstruction, re-location and repair of such pipes, mains and utilities.

(3) The Union Station Company shall at all times support and maintain the roadway and sidewalk over any and all space occupied by it or any railroad company now or hereafter using the passenger station and facilities herein authorized pursuant to the provisions of this ordinance, in good condition and repair, all to the satisfaction of the Commissioner of Public Works of the City of Chicago, and in accordance with plans and specifications which shall be submitted to and approved by him.

(4) The Union Station Company is hereby permitted and authorized, as a necessary part and for the use of its said passenger station, facilities and appurtenances, to construct, lay, maintain and operate plants for the generation of electricity, heat, light and power, and the distribution of the same, by means of wires, pipes, conduits and cables, over, along, upon or under the streets, sidewalks and viaducts, within the limits of said station and facilities as hereinbefore described, subject, however, to the general ordinances of the City of Chicago, and the limitations as to buildings prescribed in Section 1 of this ordinance.

§ 7. (1) Inasmuch as the Chicago & Alton Railroad Company, the Pittsburgh, Fort Wayne & Chicago Railway Company, the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, the Chicago, Milwaukee & St. Paul Railway Company and the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company are the owners of or interested in lands, easements, railway tracks and facilities used by them for passenger or freight purposes or for both passenger and freight purposes between West Twelfth street and Carroll avenue, and North and South Canal street and the North and South Branches of the Chicago River, which will in whole or in part be needed and acquired by The Union Station Company, and a re-arrangement of said railway tracks and facilities is necessary in order to construct, maintain and operate said Union Passenger Station, facilities and appurtenances and to permit any of said railroad companies to retain a part of or their entire freight tracks, buildings and facilities, therefore permission and authority are hereby granted to The Union Station Company to acquire, and to any of said named or other railroad companies to lease or convey to The

Union Station Company and to interchange with each other on terms as they may mutually agree upon, any of their lands, tracks and facilities and easements, rights, estates and franchises, which any railroad company may own or may have acquired on, under, over or across any street or streets in the City of Chicago, between West Twelfth street on the south and Carroll avenue on the north, South Canal street and North Canal street on the west and the North and South Branches of the Chicago River on the east, and after such acquisition, interchange and conveyance of any of such lands, tracks or facilities or any of such easements, rights, estates and franchises, said railroad companies and The Union Station Company respectively shall own, hold and enjoy the same as fully and completely and in the same manner as they were formerly owned and enjoyed by the company owning the same prior to such acquirement, interchange or conveyance.

(2) The Union Station Company and said railroad companies or any of them are hereby permitted and authorized, subject to the provisions of this ordinance, to relocate and change the grades of the existing railroad tracks in such a manner as not to interfere with the grades of streets or viaducts as in this ordinance established and subject to the approval of the Commissioner of Public Works, and to construct, maintain and operate such additional passenger and freight tracks as it or they may find necessary or convenient in any street or alley between the north line of Carroll avenue and the south line of West Twelfth street, the west line of North Canal street between the north line of Carroll avenue and the north line of West Lake street, the north line of West Lake street between the west line and the east line of North Canal street, the east line of North Canal street south of the north line of West Lake street and the east line of South Canal street, and the North and South Branches of the Chicago River, except in West Water street between West Lake street and West Washington street, the use of which shall be limited to the relocation of the same number of tracks that are now located in said street between said points, subject to existing ordinances; and to construct, maintain and operate such structures and such tracks at such grades not interfering with the grades of streets or viaducts as in this ordinance established and subject to the approval of the Commissioner of Public Works, and use such space as may be found necessary or convenient by it, or them or any of them, under the viaducts now existing or hereafter to be constructed under this ordinance east of the east line of North and South Canal street, on West Lake street, West Randolph street, West Washington street, West Madison street, West Monroe street, West Adams street, West Jackson boulevard, West Van Buren street, West Congress street, if extended, West Harrison street, Polk street, Taylor street, and West Twelfth street.

§ 8. (1) The Union Station Company is hereby permitted and authorized to extend the viaducts on West Madison street, West Van Buren street, West Harrison street, Polk street, Taylor street and West Twelfth street, respectively, to the east line of South Canal street as widened, as hereinafter provided in this section, and to connect the same with the bridges

upon said streets, respectively, over the South Branch of the Chicago River; and The Union Station Company and said railroad companies, or any of them, are hereby permitted and authorized to construct such structures and to maintain and operate such additional passenger and freight tracks at such changes of grade not interfering with the grades of streets or viaducts as in this ordinance established and subject to the approval of the Commissioner of Public Works, and use such space as it or they or any of them may find necessary or convenient under said viaducts, so extended on West Madison street, West Van Buren street, West Harrison street, Polk street, Taylor street, and West Twelfth street.

[2] The Union Station Company shall, at its own cost, extend, rebuild or reconstruct, to the full width of the streets, at the time of such extension, rebuilding or reconstruction whenever and at such time or times as required by the Commissioner of Public Works, upon plans and specifications to be approved by him, those parts of the streets and viaducts, including roadway surfaces and sidewalks, and restore street railway tracks and property therein, if any, upon West Lake street, West Randolph street, West Madison street, West Adams street, West Jackson boulevard, West Van Buren street, and West Harrison street, extending from the west bank of the South Branch of the Chicago River to the east line of North and South Canal street, including the approaches thereto, on the west side of the South Branch of the Chicago River. The Union Station Company shall also, at its own cost, rebuild and reconstruct to a width of eighty (80) feet, those portions of the streets and viaducts, including roadway surfaces and sidewalks, and restore street railway tracks and property therein, if any, upon Polk street and Taylor street extending from the west bank of the South Branch of the Chicago River to the east line of South Canal street, and shall construct the approaches thereto on the west side of the Chicago River. The increase in the width of said Polk and Taylor streets and of the viaducts thereon shall be made on the south side thereof, between the east line of South Canal street and the west bank of the South Branch of the Chicago River. Whenever, in the opinion of the Commissioner of Public Works of the City of Chicago, the condition of the present viaduct upon West Washington street has become such as to make it necessary to replace or reconstruct the same, The Union Station Company shall reconstruct such viaduct, to the full width of said West Washington street, upon plans and specifications to be approved by said Commissioner of Public Works. If and whenever any of said streets upon which viaducts are constructed (except Polk street and Taylor street) shall be widened from North La Salle street or South La Salle street to the east line of the South Branch of the Chicago River, then and in that event The Union Station Company will, at its own cost, widen so much of such viaducts, or any of them, as may extend over any property which may be owned, leased, controlled or used by The Union Station Company, or any railroad company then using the passenger station and facilities (including freight or passenger tracks) herein authorized, and the approaches thereto between North and South Canal street and the South Branch of the

Chicago River, to conform with the changed conditions of such streets or any of them.

(3) The Union Station Company shall, when and as ordered so to do by the City Council of the City of Chicago, pay such proportion of the entire cost of construction of a new viaduct (together with its approaches) not exceeding one hundred eighteen (118) feet in width, extending from South Canal street to the west line of the South Branch of the Chicago River upon West Twelfth street, as is represented by the ratio that all the railroad tracks (both main and switch) maintained by said company or any railroad company or companies then using the passenger station and facilities herein authorized, bear to the entire number of tracks of all kinds maintained beneath said viaduct so to be constructed; provided that there shall first be deducted from the cost of the construction of said viaduct such sum of money, if any, as any street railway company or companies shall be required to pay toward the cost of the construction of said viaduct, but this proviso shall not be deemed or taken to impose any obligation on any street railway company to contribute to the cost of construction of said viaduct; provided further, however, that should all parties concerned in the construction of said viaduct agree on a different basis of prorating the cost of the construction thereof, then The Union Station Company shall pay its pro rata share of the cost of the construction of said viaduct in accordance with such agreement.

(4) The Union Station Company, by the acceptance of this ordinance, agrees that whenever the City of Chicago shall extend West Congress street from Franklin street to the west line of the South Branch of the Chicago River, said company shall procure a grant to the City of the right to extend said street upon a viaduct across the property then owned, leased, controlled or used by said Company, or any railroad company then using the passenger station and facilities herein authorized without the payment of any compensation or damages on account of such extension to said companies or any of them, and The Union Station Company shall, at its own cost, construct, upon plans and specifications to be approved by the Commissioner of Public Works, a viaduct over such property owned, leased, controlled or used by The Union Station Company, or any railroad company then using the passenger station and facilities (including freight or passenger tracks) herein authorized, including the approaches thereto on the west side of the South Branch of the Chicago River, of the full width of such street, as it may be laid out east of the east approach to the bridge upon said street over the South Branch of the Chicago River.

(5) The Union Station Company, by the acceptance of this ordinance, agrees that it will procure a grant to the city of the right to extend West Monroe street upon a viaduct at the grade hereinbefore established over and across the property then owned, leased, controlled or used by said company or any railroad company then using the passenger station and facilities (including freight or passenger tracks) herein authorized, without the payment of any compensation or damages on account of such extension to said companies, or any of them. The Union Station

Company shall construct upon plans and specifications to be approved by the Commissioner of Public Works, a bridge with the abutments therefor across said South Branch of the Chicago River from the west end of the east approach to said bridge on the east line of said South Branch of the Chicago River to the west line of said South Branch of said river, and shall receive credit for the cost of such construction as provided in Section 16 hereof and shall at its own expense construct a viaduct connecting with said bridge and extending from the west line thereof to the east line of South Canal street.

(6) The Union Station Company by the acceptance of this ordinance agrees that it will procure within adequate time to secure the completion of the work in this paragraph provided for, a grant to the City of the right to construct and continue the improvement hereafter in this paragraph described over and across any property owned, leased, controlled or used by said company or any railroad company or companies, without the payment of any compensation or damages by the City on account of such construction or continuance, to said companies, or any of them. The nature, character, locality and description of said improvement shall be as follows: Said improvement shall be located in North Canal street between the north line of West Lake street and the north line of West Kinzie street, and in West Kinzie street between the west line of North Canal street and a point approximately sixty six (66) feet east of the east line of Orleans street; an approach and viaduct shall be constructed in North Canal street commencing at approximately the north line of West Lake street and thence extending north in North Canal street to the north line of West Kinzie street; West Kinzie street between the west line of North Canal street and the east line of Orleans street shall consist of a two level street; said street shall be eighty (80) feet in width except between the east line of Kingsbury street and the west line of Orleans street, where a strip of land fifty (50) feet in width, adjoining the present south line of West Kinzie street, shall be acquired by The Union Station Company and dedicated for street purposes and added to said street between said points; the lower level of said West Kinzie street between said west line of North Canal street and said east line of Orleans street shall be the surface of said street between said points and of said strip fifty (50) feet in width between said east line of Kingsbury street and said west line of Orleans street; the upper level of said portion of West Kinzie street shall consist of a continuation of said viaduct in North Canal street, eastward in West Kinzie street, of the width of eighty (80) feet, descending to the present surface of said street at a point approximately sixty six (66) feet east of the east line of Orleans street; a two-level bridge shall be constructed across the North Branch of the Chicago River in said West Kinzie street, the upper and lower levels of which shall connect with and form part of the upper and lower levels of said street respectively.

The grades, materials and mode of construction of said entire improvement shall be prescribed by the Commissioner of Public Works

and The Union Station Company shall construct the same in its entirety upon such plans and specifications as may be approved by said Commissioner of Public Works and subject to his supervision and approval; the cost thereof shall be borne as provided in Section 16 hereof. The Union Station Company shall also indemnify and save harmless said City of Chicago from any damages to property abutting upon said improvement on account of the construction and maintenance thereof.

(7) The Union Station Company shall maintain in good order and condition so much of each of the viaducts and approaches in this section described, including roadway surfaces and sidewalks as shall be over the property owned, leased, controlled or used by said company, or any railroad company then using the passenger station and facilities (including freight or passenger facilities) herein authorized; and in the event that it shall fail so to do, after thirty days' written notice from the Commissioner of Public Works, then the City of Chicago may do or cause to be done the work necessary to maintain said viaduct and approaches, or any of them, and on demand collect from The Union Station Company the cost of doing said work, together with an additional ten per cent. upon the total of such cost, for superintendence by the City.

(8) It is hereby provided as one of the conditions and limitations of this ordinance and of the rights granted to The Union Station Company hereunder, that The Union Station Company shall procure a grant to said City of Chicago of a perpetual easement for street purposes in and to a strip of land east of and adjacent to the present east line of North and South Canal street, twenty (20) feet in width, extending from the north line of West Twelfth street to the south line of West Washington street, except across street intersections between said points, and shall pay all cost and expense of widening said North and South Canal street as hereinabove provided, including the cost of changing, restoring and reconstructing any street railway tracks and property in said part of said street; provided, however, that The Union Station Company or any railroad company or companies using said station, shall be entitled to use the space underneath said twenty (20) foot strip between the present south line of West Washington street and the alley now connecting South Canal street with West Harrison street, including the space under a strip equal to said twenty (20) feet extended across all intersections of streets from West Washington street to said alley (being part of the east forty (40) feet of said street, referred to in paragraph 1 of Section 6 hereof) and all the space underneath South Canal street between the south line of West Harrison street and the north line of Taylor street, including the space under all street intersections of South Canal street with east and west streets between said points so as to permit the use of said space as a continuous strip of ground, upon condition that The Union Station Company shall support and maintain the roadway and sidewalks over any and all such space so used and occupied by it or any railroad company or companies using said station, in good condition and repair, to the satis-

faction of the Commissioner of Public Works of the City of Chicago and in accordance with plans and specifications which shall be submitted to and approved by him; and prior to the acceptance of this ordinance by The Union Station Company, it shall procure and file with the City Clerk of said city, good and sufficient conveyances approved by the Corporation Counsel of said city, conveying said easement in and to said twenty (20) foot strip to the said City of Chicago.

(9) The Union Station Company shall also construct and maintain on the east line of North and South Canal street as herein widened, between the south line of West Washington street and the north line of West 12th street, except across street intersections, a suitable wall or screen at such points and of such height and material and in accordance with such plans and specifications as may be approved by the Commissioner of Public Works. Any space utilized by The Union Station Company or such railroad company, or companies underneath South Canal street between the south line of West Harrison street and the north line of Taylor street, including the space underneath street intersections between said points, shall be utilized in such a manner as to afford convenient access to any facilities located within said space for the receipt and delivery of freight, from Mather and Forquer streets and Gilpin place. If any railroad tracks are extended to lands west of South Canal street the same shall be covered by substantial buildings adapted to the purpose for which the same may be built upon any lands west of the west line of said street. The Union Station Company hereby agrees to light properly to the satisfaction of the Commissioner of Gas and Electricity of the City of Chicago, all the space underneath South Canal street between West Harrison street and Taylor street, including the space under all street intersections of South Canal street with east and west streets between said points. The sidewalks in Mather street, Gilpin place and Forquer street between South Clinton and South Canal streets shall be connected with the sidewalk on the west side of South Canal street maintained by The Union Station Company as herein provided, by steps and hand railings, of such dimensions and character as shall be satisfactory to and approved by the Commissioner of Public Works.

(10) The Union Station Company shall pay all damages if any shall be found to be occasioned to real estate, by reason of the change of grade on South Canal street, and the portions of the east and west streets connecting therewith lying west of the South Branch of the Chicago River, in accordance with the provisions of this ordinance, and the question of such damages and the amount thereof, shall, if the person, firm or corporation owning property alleged to be so damaged shall so elect, be settled and fixed by a board of arbitration to be appointed in the following manner:

The Chairman of the Finance Committee of the City Council shall, within thirty (30) days from and after the date of acceptance of this ordinance by the Company, nominate and appoint one competent and impartial person to serve as the first member of the board of arbitra-

tion, and shall forthwith give the Company notice in writing of said selection, whereupon the Company shall, within thirty (30) days from the date of the receipt of such notice, nominate and appoint a competent and impartial person to serve as the second member of the said board of arbitration, and shall forthwith give the Chairman of the Finance Committee notice in writing of the selection so made by said Company and the two members of said Board of Arbitration so nominated and appointed shall, within thirty (30) days after the notice given by the Company to the said Chairman of the Finance Committee, nominate and appoint some competent and impartial and disinterested person to serve as the third member of the said board. In the event that the first two members of the said board, appointed respectively by the Chairman of the Finance Committee and the Company shall be unable to agree within thirty (30) days upon the nomination and appointment of the third member of said board, then and in such case a majority of the persons then legally elected and acting as judges of the Circuit Court of Cook County shall, within five (5) days after notice in writing shall have been served upon the Chief Justice of said court by either of the first two members of said board, appointed as aforesaid, informing him of their inability to agree, select the third member of said board.

The board of arbitration so appointed shall thereupon promptly and as soon as practicable, proceed to consider the claim or claims of every person, firm or corporation owning property within the vicinity of the improvement herein authorized and claiming damage to such property by reason of the change of grade on South Canal street and the portions of the east and west streets lying west of the South Branch of the Chicago River, in accordance with the provisions of this ordinance, taking into account in considering such claim or claims the benefits if any to the property involved resulting from such change of grade. No such claim for damages, however, shall be passed upon or award made in favor of such claimant until such claimant shall have formally submitted in writing his or its claims for damages to be passed upon by said board of arbitration and shall have agreed to be bound by the decision of said board of arbitration and to accept as final and conclusive its decision as to the amount of damages done to his or its property. In each case where a claim is so submitted to the board of arbitration by any claimant, the board of arbitration may, in its discretion, where its award is accepted and a release and discharge of all claims against the Company given by said claimant, upon receipt by him or it of the amount of the award made by said board, allow to said claimant such sum as it shall deem reasonable and proper, not to exceed, however, five (5) per cent, of the amount of its award, as an attorney's fee, whenever said claimant shall have been represented by an attorney before said board of arbitration in his or its behalf.

The board of arbitration, when it shall have arrived at a decision as to the amount of damage, if any, caused to the property of any person, firm or corporation, submitting his or its claim to said board, shall

give notice in writing to the claimant so submitting his or its claim, setting forth in such notice the decision of the said board in regard to such claim and, if it has decided that the property of said claimant has been damaged, setting forth the amount which, in the opinion of said board should be paid to such claimant as compensation for the damage done to his or its property.

All claims for damages caused or alleged to be caused by reason of the change of grade on South Canal street and the portions of the east and west streets connecting therewith, lying west of the South Branch of the Chicago River, in accordance with the provisions of this ordinance, and which it is desired by the person, firm or corporation owning such property to submit to the board of arbitration herein provided for, for arbitration, shall be submitted within two years from and after the time when the Company first begins the actual use and operation of the said improvement.

All expenses necessarily incurred in the arbitration of any claim submitted under the provisions of this ordinance to the said board of arbitration shall be borne by the Company, including the reasonable and proper compensation of each member of the board of arbitration, and such expenses shall from time to time be promptly paid by the Company upon the presentation of a bill or voucher therefor made by the said board. Any disputed question as to the expenses and compensation under the provisions of this paragraph shall be left for final determination by the Corporation Counsel of the City.

Any vacancy created by the death of any member of the said board, or by its inability or refusal to serve upon said board, shall be filled in the same manner as provided for the original appointment of said board, and by either the Chairman of the Finance Committee, or the Company, if their respective appointees shall fail for any such reason to serve, or in the event that the third member of the said board shall for any such reason fail to serve, then the vacancy so created shall be filled as hereinbefore provided for the original appointment of said third member.

The Company shall within thirty (30) days after the rendition of an award of damages by the said board of arbitration, pay to the person, firm or corporation in whose favor such award of damages shall have been made the amount declared by said board of arbitration to be a fair and reasonable amount to compensate such person, firm or corporation for the damages suffered by him or it.

(11) It is hereby expressly provided as one of the terms, limitations and conditions of this ordinance, that by the acceptance hereof The Union Station Company and the companies occupying and using the Union Station terminal property, agree that if the City of Chicago or any other governmental agency acting at the request of said city and having lawful authority therefor, desires and makes provision and is proceeding to straighten the South Branch of the Chicago River by creating a new channel for said river, so that the west line of said river shall be a line beginning at a point on the present west line of

said South Branch of the Chicago River at its intersection with the present south line of Polk street, at a distance of nine hundred thirty-nine and eighty-nine one-hundredths (939.89) feet east of the present east line of South Canal street, measuring along said south line of Polk street, thence by a straight line to a point on the north line of West Twelfth street, ten hundred eighty-six and eight-tenths (1086.8) feet east of the present east line of South Canal street measuring along said north line of West Twelfth street, thence extending south parallel with said present east line of South Canal street to an intersection with the present west bank of said South Branch of the Chicago River between West Sixteenth street and West Eighteenth street; or if said westerly line of said river shall be established with the consent of the City Council of the City of Chicago on any line east of said line, (but in no event upon a line farther west than that above described); and the east line of said South Branch of said river shall be a line parallel with and 200 feet distant easterly from the west line of said South Branch of said river as above described; then and in that event The Union Station Company, through its officers and engineers, will endeavor to secure the coöperation of any other railroad corporation owning lands upon the route of said proposed new channel to the end that the assistance of any such other railroad corporations may be secured in effecting said improvement by means of the straightening of said channel of the Chicago River.

It is expressly understood and agreed that any change in the channel of the Chicago River so contemplated and proposed, need not follow the exact route hereinabove described, but may be approximately in the general line and within the general limits above stated, provided that no part of such route shall in any event be west of the west line described in the preceding paragraph hereof. The Union Station Company and the companies occupying The Union Station Company property under the terms of this ordinance hereby further agree that, if and when provision is made by law for the straightening of the river as herein provided, and the other property necessary therefor is acquired, it, or they, or any or either of them, (the lands of which lie or may hereafter be situated within the proposed route of said river channel, if straightened) will upon payment of compensation therefor as hereinafter provided, convey to the City of Chicago, or such governmental power as has charge and control of straightening said river channel, any interest in and to lands which it, they, or any of them, may own or control, necessary or convenient for the purpose of the straightening of said river channel.

And it is hereby expressly agreed that compensation for or damages on account of any such interest in lands so to be conveyed for the purpose of straightening said river channel shall be ascertained and fixed by a board or boards of arbitration which shall be constituted as follows: The said city shall appoint one of the members of such board (which appointment shall be made by the Mayor of said city and be subject to the approval of the City Council) and shall notify the railroad company the property of

which is required for the proposed improvement, in writing, of the name and address of such member, and within 30 days after such notice such railroad company shall appoint a member of such board and shall notify the Mayor of said city, in writing, of the name and address of such member so appointed by it. In the event that such railroad company fails to appoint such member within the time specified herein, then said city shall be entitled to appoint the second member of such board in the manner above provided for the appointment of the first member. The two members appointed in either of the ways aforesaid shall select the third member of such board. In the event that they do not agree upon the selection of such third member within thirty days from the appointment of the second member of such board in either of the ways aforesaid, then a majority of the persons then legally elected and acting as judges of the Circuit Court of Cook County, may appoint the third member of such board upon the application of said city or of such company after the giving of 10 days' written notice of such application to the other party. In the event of the death or refusal to serve of any of the members of such board, the party by which such member was appointed shall have the power to fill the vacancy within 30 days after notice to the other party. Any vacancy caused by the death, resignation or refusal to serve of the third member of such board, may be filled by agreement of the other two members of such board or if they fail to agree within 30 days after such vacancy shall occur then a majority of the persons then legally elected and acting as the judges of the Circuit Court of Cook County, may fill such vacancy, upon the application of said city or of such company after giving 10 days' written notice of such application to the other party. Such board of arbitrators shall have power to fix the times and places for the presentation of evidence by the respective parties and within 30 days after the conclusion of such evidence shall make its finding and award in writing in reference to the questions of compensation or damages, or both, as above provided, upon the evidence submitted. Any finding or award by such board or a majority of the members thereof shall be binding upon the parties to such arbitration without any appeal and in consideration of the obligation herein imposed, said City of Chicago agrees and undertakes that such compensation and damages, or either of them, as may be awarded by any such board shall be paid to the company or companies concerned within one year from the making of such finding or award.

The obligation herein created in reference to the straightening of said branch of the Chicago River shall be taken and held, for a period of fifteen years from the passage of this ordinance to be a covenant running with the land now or hereafter within said period owned or held by The Union Station Company or any railroad company or companies using the station herein authorized, and lying within the area which may be selected for a channel in accordance with the provisions hereof for straightening said South Branch of the Chicago River and as such shall be binding upon the successors and asigns of, and purchasers from The Union Station Company or such railroad company or companies, or any of them, for said period

of fifteen years. At the end of said period of fifteen years the obligation herein imposed in reference to straightening said South Branch of the Chicago River shall cease and determine, unless in the meantime the conditions herein prescribed for the performance of said obligation shall have been fulfilled. In the event that the line adopted for the straightening of said river is located farther west than said west line hereinabove described then each and all of the obligations herein assumed in reference to the straightening of the South Branch of the Chicago River shall be null and void.

§ 9. In case passenger subways shall be built in West Madison street, West Monroe street, West Adams street, West Jackson street, West Van Buren street, West Congress street, if extended, West Harrison street, South Clinton street or South Canal street, or any of them, or at any point between West Harrison street on the south and West Madison street on the north, South Clinton street on the west and the South Branch of the Chicago River on the east, permission and authority are hereby granted The Union Station Company to construct, maintain, use and operate pedestrian passageways under any streets or alleys within the limits prescribed in paragraph (*c*) of Section I hereof, to provide for interchange of passenger traffic between said subway or subways and said passenger station. Said passageways hereinabove mentioned shall be of such dimensions, construction and general detail as shall be prescribed by the Commissioner of Public Works, as shown upon plans and specifications to be placed on file with him and the route of such passageways shall follow as closely as in his judgment shall be practicable the shortest line between such Union Station and such subway or subways, but in no event shall said passageways be so located as to interfere with the construction or operation of the passenger subways herein referred to.

§ 10. Permission and authority are hereby given to The Union Station Company, whenever the same shall be necessary for the prosecution of the work herein authorized to obstruct temporarily, any street, avenue and alley to such an extent and for such length of time as may be approved by the Commissioner of Public Works; and it is also hereby authorized whenever the same shall become necessary, to erect and maintain temporary structures and false work in any of said streets and alleys during the construction of said station and facilities, subject to like approval of said Commissioner of Public Works. No changes of any kind shall be made or work done in any street or alley as herein authorized, by The Union Station Company, except upon plans and specifications approved by and under the supervision of the Commissioner of Public Works, and upon a permit of said Commissioner of Public Works allowing such work to proceed, provided, however, that if any street or alley so obstructed shall contain street railway tracks and such obstruction shall necessitate the building of new tracks or the making of new connections with existing tracks, in order to accommodate street railway traffic, the cost thereof shall be paid by The Union Station Company; reasonable notice of making all such obstructions shall be given to the street railway companies.

In all cases where in complying with the provisions of this ordinance it is necessary to change or reconstruct street railway tracks and property, the work shall be done by the street railway companies owning the same and the cost thereof shall be paid by The Union Station Company.

§ 11. The permission and authority hereby granted to The Union Station Company are upon the express condition that it shall indemnify the City of Chicago and hold it harmless from any and all damage and expense (including damages to private property) to which it may be subjected by reason of The Union Station Company's using and occupying any of the streets and alleys within the limits hereinbefore described and the change of the grades of any of the streets and alleys, including the approaches to the viaducts, and relocation of sewers, as herein provided, and The Union Station Company shall, at its own cost and charge, defend any suits in law or equity which may be brought against the City of Chicago and The Union Station Company, or against either of them by reason of any acts or things done under the permission and authority in this ordinance granted to The Union Station Company, and The Union Station Company shall pay all the judgments, interest and costs which may be finally rendered against the City of Chicago, and The Union Station Company or either of them, by reason of the change of grades of the streets and alleys, and relocation of sewers, pipes, wires, conduits or other similar utilities herein mentioned; if the change of grades, as herein authorized shall require raising the plane of any of the existing bridges over the South Branch of the Chicago River, The Union Station Company shall pay the cost of such raising; provided, further, however, that in the event of suits in law or equity brought against the City of Chicago for damages or for equitable relief by reason of any acts done by The Union Station Company, in pursuance of the permission and authority hereby granted, wherein The Union Station Company shall not be a party defendant with said City of Chicago, the Corporation Counsel of said City of Chicago, shall at least five days before the return day of the process therein, give notice in writing of such suit to the Superintendent of The Union Station Company.

§ 12. In the event that The Union Station Company shall, for a period of thirty days, after being notified by said Commissioner of Public Works, fail, neglect or refuse to proceed with due diligence to do any work with respect to bridges, viaducts, paving, curbing, sidewalks, or other public improvements, in and by this ordinance required to be done by it, then said Commissioner of Public Works shall be and he is hereby authorized to cause said work to be done; and The Union Station Company shall, upon demand of the City of Chicago, pay the entire cost thereof to the City of Chicago, with ten per cent. added to such cost for superintendence by the City of Chicago.

§ 13. All those parts of West Water street lying within blocks twenty-two (22) and fifty-one (51); also all that part of Fulton street lying north of and adjoining the north line of block twenty-two (22)— all in Original Town of Chicago in Section nine (9), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal

Meridian; also all those parts of Stewart avenue lying within blocks sixty-one (61) to sixty-four (64), both inclusive, and seventy-three (73) to seventy-six (76), both inclusive [except therefrom the north ten (10) feet of blocks sixty-two (62) and seventy-five (75), and the south ten (10) feet of said blocks sixty-three (63) and seventy-four (74)]; also that part of Gilpin place lying within block sixty-four (64) (except the west twenty (20) feet thereof); also all that part of Forquer street lying within block sixty-three (63) (except the west twenty (20) feet thereof); also all that part of De Koven street lying within blocks sixty-two (62) and seventy-five (75) [except therefrom the west twenty (20) feet of block sixty-two (62)]; also all that part of Bunker street lying within block sixty-one (61) (except the west twenty (20) feet thereof); also all of the public alleys in blocks sixty-three (63) and sixty-seven (67),— all in School Section Addition to Chicago in Section sixteen (16), Township thirty-nine (39) North, Range fourteen (14), east of the Third Principal Meridian; said parts of said streets being further described as all that part of Fulton street lying between the east line of North Canal street and the west line of the North Branch of the Chicago River; also all that part of West Water street lying between the south line of Fulton street and the north line of West Lake street and the east line of North Canal street, and between the south line of West Washington street and the north line of West Madison street; also all those parts of Stewart avenue lying between the south line of Polk street and the north line of Taylor street, and between the south line of Taylor street and the north line of West 12th street; also all that part of Gilpin place, Forquer street and Bunker street lying between the west line of Stewart avenue and the east line of South Canal street; also all that part of De Koven street lying east of the east line of South Canal street; also all of the public alleys in the block bounded by West Van Buren street, West Harrison street, Stewart avenue and South Canal street; also all of the public alleys in the two blocks bounded by Gilpin place, Taylor street, Stewart avenue and South Canal street, as colored in red and indicated by the words "To be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance; be and the same are hereby vacated and closed, inasmuch as said portions of said streets and alleys are no longer required for public use and the public welfare, convenience and safety will be best conserved by their vacation and discontinuance. The vacation herein provided for is made on the express condition that upon the acceptance of this ordinance The Union Station Company shall within thirty (30) days thereafter file for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

It is expressly understood and agreed that nothing herein contained shall prejudice the rights of the City of Chicago in and to an easement in a strip of land ten (10) feet in width, next to and adjoining the west bank of the Chicago River between the north line of West Madison street and the south line of Fulton street which said easement was for-

ever reserved to the public as an open wharf, for passengers to land with ordinary baggage free of charge, under the ordinances passed by the Common Council of said City of Chicago, September 12, 1853, and December 10, 1855, respectively, pursuant to the provisions of an act entitled "An Act to adjust and settle the title to the wharfing privileges in Chicago and for other purposes," approved February 27, 1847.

§ 14. Inasmuch as The Union Station Company does not now own all of the property situated in Blocks 65 to 68, both inclusive, in said School Section Addition, abutting upon the streets located therein, all that part of Stewart avenue lying within Blocks 65 to 68, both inclusive; also all that part of Schon street lying within Block 66; also all that part of Ellsworth street lying within Blocks 65 and 66 (except therefrom the south 243 feet, more or less) all in School Section Addition to Chicago in Section sixteen (16), Township thirty-nine (39) North, Range Fourteen (14) East of the Third (3rd) Principal Meridian, said parts of said streets being further described as all that part of Stewart avenue lying between the south line of West Van Buren street and the north line of West Harrison street and between the south line of West Harrison street and the north line of Polk street; also all that part of Schon street lying between the west line of Ellsworth street and the east line of Stewart avenue; also all that part of Ellsworth street lying between the south line of West Harrison street and the north line of Polk street (except therefrom the south 243 feet, more or less) as colored in red and indicated by the words "To be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance,—be and the same are hereby vacated and closed inasmuch as said portions of said streets are no longer required for public use, and the public welfare, convenience and safety will be best conserved by their vacation and discontinuance, upon (a) The Union Station Company's filing with the City Clerk of the City of Chicago the written consent of the Chicago and Alton Railroad Company, or its grantee, or other owners of the property abutting said portions of said streets in this section described; (b) the payment to the City of Chicago of the sum of six hundred eighty-five thousand four hundred fifty-two and 04/100 [$685,452.04] dollars toward a fund for the payment and satisfaction of any and all claims for damages which may arise from the vacation of said portions of said streets; (c) The Union Station Company's depositing in the City Treasury of the City of Chicago a sum sufficient to defray all costs and expenses of constructing a sidewalk and curb across the entrances to the streets herein vacated similar to the sidewalk and curb in West Van Buren street, West Harrison street and Polk street, between South Canal street and the Chicago River; and (d) The Union Station Company's filing for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance. The provisions of paragraphs (a) and (b) of this section shall not be available to or inure to the benefit of any person or corporation other than The Union Station Company and the City of Chicago.

§ 15. All the work hereinbefore required or authorized to be done by The Union Station Company upon or in connection with the public streets of the city shall be done and performed under the superintendence and subject to the inspection and approval of the Commissioner of Public Works of the City of Chicago, and the cost of all work authorized or required to be done by this ordinance, including the cost of inspection thereof, shall be paid by The Union Station Company.

At least ten (10) days prior to the commencement of any part of such work, the plans and specifications therefor shall be submitted to the Commissioner of Public Works for his examination, and if found to be in accordance with the provisions of this ordinance, and the general ordinances of the City of Chicago, insofar as this ordinance contains specific provisions and if they shall be satisfactory to the Commissioner of Public Works in regard to matters and details which by this ordinance or the general ordinances of the city are left to his discretion and judgment, such plans shall be approved by him, and after such approval all work outlined and included therein shall be constructed in strict conformity therewith. Said plans to be known as "filing plans" shall embody:

1. A general plan or exhibit on a scale of one inch equaling one hundred feet of all right of way, tracks, retaining walls, abutments and appurtenances, such as it is proposed to establish in compliance with the provisions of this ordinance.

2. A detail drawing or exhibit of each viaduct provided for in this ordinance, the outside dimensions of which shall be twenty (20) inches in width by thirty-six (36) inches in length. Said detail drawings shall each embody the following features:

(a) A plan on a scale of one inch equaling twenty feet of the viaduct, showing the number of tracks to be constructed across the street, the abutments and columns, the limits of the right of way referring to the nearest lot or street line (reference to the nearest lot or street line in each case to be the nearest foot), the widths of roadway and sidewalks of the viaduct and the approaches, drainage provisions, all underground revisions and improvements, and street car lines where they exist.

(b) A cross section of the viaduct showing its dimensions, the elevation of the street at the crown of the same, the amount of crown of the roadway, the elevation of curbs, the rate of slope of the sidewalks, all underground revisions and improvements.

(c) Each drawing to bear the title and date of passage of this ordinance.

(d) Blank spaces for signatures of the following City officers in the order listed:

Commissioner of Gas and Electricity.
Engineer of Track Elevation.
Commissioner of Track Elevation.

Engineer of Streets.
Superintendent of Streets.
Engineer of the Board of Local Improvements.
Superintendent of Sewers.
Engineer of Water Pipe Extension.
Superintendent of Water Pipe Extension.
City Engineer.
Commissioner of Public Works.
Corporation Counsel.

3. Where any public improvement is required to be changed on account of plans submitted under this ordinance, before the said plans shall be approved by any officer of the City of Chicago, an estimate shall be made of the changes required in such public improvement, and the amount or amounts so estimated shall be placed to the credit of the proper officer of the City of Chicago to pay for such changes.

4. Wherever in this ordinance it is provided that any work in respect to construction, repair or maintenance shall be done or performed by The Union Station Company, it is understood and agreed that the cost thereof shall be borne by said Company, except where otherwise specifically provided.

§ 10. Inasmuch as by a certain ordinance entitled, "An Ordinance granting to the Pennsylvania Company, operating the Pittsburgh, Fort Wayne and Chicago Railway, its successors and assigns, the right to lay down and maintain two additional tracks in Stewart avenue from a point at or near Archer avenue, to a point immediately north of West Fifteenth place; also additional tracks in Stewart avenue from a point immediately north of West Fifteenth place to the north line of West Twelfth street; and the right to construct, maintain and operate railroad tracks and facilities necessary to its freight terminal station and coach yard located between West Fifteenth place, Polk street, the South Branch of the Chicago River and Stewart avenue; also granting certain rights in the Chicago, Burlington & Quincy Railroad Company," certain rights and privileges are granted to the Pennsylvania Company and to the Chicago, Burlington & Quincy Railroad Company, by the City of Chicago, the value of which is hereby fixed at the sum of nine hundred thirty-one thousand one hundred thirty-nine and 45/100 dollars ($931,139.45); and inasmuch as by a certain other ordinance, entitled, "An Ordinance granting to the Chicago, Milwaukee & St. Paul Railway Company, and The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, and their respective successors and assigns, the right to construct, maintain and operate additional tracks across certain streets in the City of Chicago," certain rights and privileges are granted to the Chicago, Milwaukee & St. Paul Railway Company, and the Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, the value of which is hereby fixed at the sum of two hundred ninety-two thousand four hundred twenty-seven and 82/100 dollars ($292,427.82); and inasmuch as by this ordinance certain rights and privileges are granted to

The Union Station Company, the value of which is hereby fixed at the sum of one million four hundred sixty-two thousand nine hundred ninety-one and 65/100 dollars ($1,462,991.65) the total value of all such rights and privileges being the sum of two million six hundred and eighty-six thousand five hundred fifty-eight and 92/100 dollars ($2,686,558.92);

And inasmuch as all of said grants of rights and privileges in all said ordinances are essential to the proper construction and operation of the Union Passenger Station Terminal and facilities in this ordinance authorized:

And inasmuch as the following items of credit are hereby allowed to The Union Station Company:

1. For the grant of the perpetual easement in and to the strip of land on the east side of North and South Canal street, described in paragraph 8 of Section VIII of this ordinance.....$ 760,753.88
2. For the construction by The Union Station Company of a bridge, including the abutments therefor, across the South Branch of the Chicago River in West Monroe street, extended, in accordance with paragraph 5 of Section VIII of this ordinance....$ 500,000.00
3. For the construction of that part of the improvement described in paragraph 6 of Section VIII of this ordinance, consisting of a two-level bridge, including the abutments therefor, across the North Branch of the Chicago River in West Kinzie street .....$ 600,000.00

The total of said items of credit being the sum of one million eight hundred sixty thousand seven hundred fifty-three and 88/100 dollars.....$1,860,753.88

It is therefore made a condition of this ordinance and of the grants and privileges in this and in said ordinances contained, that The Union Station Company shall, within the time limited for the acceptance of this ordinance, pay to the City of Chicago the sum of eight hundred twenty-five thousand eight hundred five and 04/100 dollars ($825,805.04), which is the difference between the total value of said rights and privileges granted under said ordinances and this ordinance and the total of said credits hereinabove set forth.

In the event that the actual cost of the construction of said bridges mentioned in Items 2 and 3 hereinabove set forth should be less than said sums respectively credited to The Union Station Company, on account thereof, the difference between such actual cost of said bridges, including the abutments therefor, and said credits, or either of them, shall, upon demand by said city, after the construction of said bridges, and the ascertainment of such actual cost, be paid by The Union Station Company to the said City, in addition to the sum hereinbefore provided to be paid by said Company. For the purpose of ascertaining the actual

cost of said bridges, the Company hereby agrees, on the completion of each of said bridges, to furnish to the Commissioner of Public Works of said City a sworn statement showing the actual cost thereof.

§17. The grants made and privileges conferred under this ordinance may be revoked and forfeited by the City Council of the City of Chicago, and this ordinance and all of the privileges hereby granted shall thereupon become null and void, in the event and whenever The Union Station Company shall, for a period of ninety (90) days after notice from the City of Chicago, fail, neglect or refuse to comply with or to perform any one or all of the requirements and conditions herein imposed, and unless within six (6) months after the acceptance of this ordinance The Union Station Company shall begin the work herein authorized and required, including the acquisition of the lands and easements therefor, and shall perform said work and prosecute any proceedings necessary to acquire such lands and easements with all due diligence; and shall, within five years after the acceptance of this ordinance, complete the passenger station and facilities herein authorized, and shall within the same period of five years construct the improvements in North and South Canal streets, West Kinzie street and West Monroe street and also to construct the existing viaducts in east and west streets as provided in Section VIII of this ordinance, unless prevented by strikes, riots, the act of God or a public enemy, or restrained by injunction or other order or process of a court of competent jurisdiction not obtained through collusion of The Union Station Company, in which event the time that The Union Station Company shall be so prevented, as aforesaid, shall be added to the time hereby given for the completion of so much of said work as may be so prevented, provided The Union Station Company shall give notice in writing to the Corporation Counsel of the City of Chicago of the institution of said legal proceedings or strikes. The City of Chicago shall thereupon have the right to intervene in any suit or proceedings brought by any person or persons seeking to enjoin or restrain or in any manner interfere with the prosecution of said work, and leave for a dissolution of such injunction or restraining order, and for any other proper order in such suit. Should, however, said Company be delayed in the prosecution of said work authorized to be done under the provisions of this ordinance, by reason of any delay on the part of the City of Chicago or any of its officers in the performance of the duties imposed upon the city and its officers by this ordinance in respect to the work herein authorized to be done by The Union Station Company, then and in that case the time which The Union Station Company shall be so delayed shall be added to the time during which said Company is required by the terms of this ordinance to complete so much of said work as may be so delayed.

Nothing in this section shall be construed to or shall prevent The Union Station Company from thereafter constructing and operating such additional tracks and accessories as said Company may from time to time find necessary or convenient for the operation of the station and

facilities herein authorized, only, however, within the limits defied in Section I hereof and subject to the provisions of this ordinance.

The permission and authority hereby granted to and the terms and provisions herein imposed upon The Union Station Company shall inure to and be binding upon its successors, lessees and assigns.

The Union Station Company shall within six months of the passage hereof file with the City Clerk its acceptance of this ordinance and its bond, payable to the City of Chicago, in form to be approved by the Corporation Counsel of the City of Chicago, in the penal sum of two million ($2,000,000) dollars, with the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, the Chicago, Milwaukee & St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company and the Pennsylvania Company, operating the Pittsburgh, Fort Wayne & Chicago Railway, or any three of said last mentioned companies, as sureties, conditioned for the faithful observance and performance by The Union Station Company of all the terms and conditions of this ordinance on its part to be kept and performed, and the conveyances of easements in the twenty-foot strip in Canal street in Section VIII described; said CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, Chicago, Milwaukee & St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago & St. Louis Company and the Pennsylvania Company shall also within six months of the passage hereof, file with the City Clerk their acceptance of this ordinance, respectively, whereupon this ordinance shall be in full force and effect.

ORDINANCE

March 23, 1914

Granting to the Pennsylvania Company, operating the Pittsburgh, Fort Wayne and Chicago Railway, its successors and assigns, the right to lay down and maintain two additional tracks in Stewart avenue from a point at or near Archer avenue, to a point immediately north of West Fifteenth place; also additional tracks in Stewart avenue from a point immediately north of West Fifteenth place to the north line of West Twelfth street; and the right to construct, maintain and operate railroad tracks and facilities necessary to its freight terminal station and coach yard located between West Fifteenth place, Polk street, the South Branch of the Chicago River, and Stewart avenue; also granting certain rights to the Chicago, Burlington & Quincy Railroad Company.

Be it ordained by the City Council of the City of Chicago:

SECTION 1. (1) That subject to the provisions, conditions and limitations in this ordinance contained, permission and authority are hereby granted to the Pennsylvania Company, operating the Pittsburgh, Fort Wayne and Chicago Railway, to lay down, maintain and operate two additional tracks at about the level of its present tracks, with necessary switches, connections, crossovers and turnouts in Stewart avenue, and Stewart avenue projected, in the City of Chicago, from a point fifty-three (53) feet more or less south of the north line of Archer avenue, to connect with the easterly two of the present four main tracks as the same

are now constructed and operated, thence north on or near the easterly side of Stewart avenue projected, across the South Branch of the Chicago River to a point immediately north of West Fifteenth place, there to connect with the joint tracks of the Pittsburgh, Fort Wayne and Chicago Railway and the Chicago and Alton Railroad Company.

(2) Permission and authority are further granted to said Pennsylvania Company to construct, maintain, renew and operate at about the level of its present tracks one additional track in Stewart avenue from West Fifteenth place to a point at or near West Thirteenth place and five additional tracks in Stewart avenue from a point at or near West Thirteenth place to the north line of West Twelfth street, together with all necessary connections, switches, crossovers and turnouts.

(3) Permission and authority are further granted to said Pennsylvania Company and the Chicago, Burlington & Quincy Railroad Company to rearrange their present tracks and construct, maintain, renew and operate railroad tracks and freight terminal stations with coach yards and appurtenances, together with all necessary connections, side tracks, switches, crossovers, turnouts, stations, freight elevators, cranes, team tracks, engine houses, store houses and buildings, approaches and other facilities, within the territory bounded on the south by the south line of West Fifteenth place projected eastwardly, on the north by the south line of Polk street, on the west by the east line of South Canal street, and on the east from the south line of West Fifteenth place to the north line of West Twelfth street, by a line 1,086.8 feet east of and parallel with the east line of South Canal street, and from the north line of West Twelfth street to the south line of Polk street, by the west line of the South Branch of the Chicago River. Within said territory said companies shall have the right to construct, maintain and operate such number of tracks as may be necessary and convenient for the construction, maintenance, use and operation of said terminals and facilities as hereinbefore provided. The tracks and facilities in this paragraph described are to be constructed, maintained, used and operated in accordance with the requirements as hereinafter set forth and the general ordinances of the City of Chicago; provided, however, that the permission and authority in this ordinance conferred shall not permit the Pennsylvania Company or the Chicago, Burlington & Quincy Railroad Company to construct any buildings on or over West Fourteenth street or to occupy the same except by tracks as herein authorized, unless and until a viaduct or subway is constructed in said street over or under the tracks of said Companies, as hereinafter provided. In the event of the construction of such viaduct no building or structure shall be constructed in said street above the level thereof, nor in any event shall any building be constructed on any street within the limits described in this paragraph above the level of any viaduct now constructed or hereafter to be constructed on such street.

(4) Permission and authority are also granted for the construction, within the limits described in the preceeding paragraph hereof, of such

narrow gauge tracks in addition to railroad tracks hereinbefore mentioned in paragraph 3 of this section as may be necessary for the accommodation of freight trucks using the subways of the Illinois Tunnel Company.

(5) The grade of all tracks authorized in this ordinance shall be satisfactory to and approved by the Commissioner of Public Works.

(6) Permission and authority are also granted to connect all driveways and teamways upon the property of said companies between West Van Buren street and West Twelfth street, both inclusive, with all streets and viaducts.

§ 2. Inasmuch as various railroad companies are the owners of or interested in lands, easements, railway tracks and facilities used by them for railroad purposes within the limits defined in paragraph 3 of Section 1, hereof, which will in whole or in part be required by said Pennsylvania Company and said Chicago, Burlington & Quincy Railroad Company and other railroad companies, and a rearrangement of said railway tracks and facilities is necessary in order to construct, maintain and operate the terminals, facilities and appurtenances herein authorized, and to permit any of said railroad companies to retain or convey a part of their tracks and facilities, therefore permission and authority are hereby granted to said Pennsylvania Company and said Chicago, Burlington & Quincy Railroad Company, and to any other railroad companies to acquire, lease or convey and to interchange with each other on terms as they may mutually agree upon, any of their lands, tracks, facilities and easements, rights, estates and franchises, which any railroad company may own or may have acquired on, under, over or across any street or streets, within the limits defined in paragraph 3 of Section 1 hereof, and after such acquisition, interchange and conveyance of any of such lands, tracks or facilities or any of such easements, rights, estates and franchises said railroad companies respectively shall own, hold and enjoy the same as fully and completely and in the same manner as they were formerly owned and enjoyed by the company owning the same prior to such acquirement, interchange or conveyance.

§ 3. The two additional main tracks hereinbefore authorized in or near Stewart avenue shall cross the South Branch of the Chicago River upon a lift bridge of such material, plan and design as shall be satisfactory to the authorities of the Federal Government, the Sanitary District and the City of Chicago; said bridge shall be constructed at or near the location of the present lift bridge of the Pennsylvania Company and Chicago and Alton Railroad Company now in course of construction.

§ 4. (1) All the work herein required to be done upon or in connection with the public streets of the city shall be done and performed under the supervision and subject to the approval of the Commissioner of Public Works of the City of Chicago, and the cost of all work, authorized or required to be done by this ordinance in or upon public streets, including the cost of changing, restoring and reconstructing street railway tracks

and property therein, if any, including the cost of inspection thereof, shall be paid by the Pennsylvania Company.

(2) No work shall be begun under this ordinance unless at least ten days prior thereto, plans and specifications thereof shall have been submitted to the Commissioner of Public Works for his examination, and unless the same shall have been approved by him. Such approval shall be given if the same are found to be in accordance with the provisions of this ordinance and the general ordinances of the city in so far as this ordinance contains specific provisions, and if they shall be satisfactory to the Commissioner of Public Works in regard to the matters and details which by this ordinance and the general ordinances of the city are left to his decision and judgment. After such approval all work outlined and included therein shall be constructed in strict conformity therewith. Said plans, to be known as "Filing Plans," shall embody:

(a) A general plan on a scale of 100 feet to one inch, of all right of way, tracks, and appurtenances proposed to be built in accordance with the provisions of this ordinance.

(b) Title and date of passing of the ordinance.

(c) Spaces for signatures of the officers of the various departments of the City of Chicago authorized to approve such plans.

(3) Wherever in this ordinance it is provided that any work in respect to construction, repair or maintenance shall be done or performed by the Pennsylvania Company, it is understood and agreed that the cost thereof shall be borne by said Company, except where otherwise specifically provided.

§ 5. (1) Permission and authority are hereby given, whenever the same shall be necessary for the prosecution of the work herein authorized to obstruct temporarily, any street, avenue and alley to such an extent and for such length of time as may be approved by the Commissioner of Public Works; and whenever the same shall become necessary, to erect and maintain temporary structures and false work in any of said streets and alleys during the construction of said terminals and facilities, subject to like approval of said Commissioner of Public Works. No changes of any kind shall be made or work done in any street or alley as herein authorized, except upon plans and specifications approved by and under the supervision of the Commissioner of Public Works, and upon a permit of said Commissioner of Public Works allowing such work to proceed, provided, however, that if any street or alley so obstructed shall contain street railway tracks and such obstruction shall necessitate the building of new tracks or the making of new connections with existing tracks, in order to accommodate street railway traffic, the cost thereof shall be paid by the Pennsylvania Company.

(2) Where any public improvement is required to be changed on account of plans submitted under this ordinance, before the said plans shall be approved by any officer of the City of Chicago, an estimate shall be made of the changes required in such public improvement, and

the amount or amounts so estimated shall be placed to the credit of the proper officer of the City of Chicago to pay for such changes.

(3) If the construction of said terminals and facilities, and the rearrangement of tracks, or in the prosecution of any of the work by this ordinance authorized, it shall become necessary to change, alter, reconstruct. remove, or destroy any pipes, wires or conduits, street railway tracks and property, or other property, belonging to the City of Chicago, or to any public utility corporation or to any individual, such work shall be done solely at the cost and expense of said Pennsylvania Company, and all damage to or cost of alterations of such property shall be borne, assumed, and paid by said Pennsylvania Company, provided, that the City of Chicago or any public utility corporation acting under a permit or ordinance grant from the City of Chicago the utilities of which are so affected, shall have the permission, right and privilege to perform any work necessitated by any such rearrangement or reconstruction of tracks or changes in grades as hereinabove provided for, the cost of the same to be borne by said Pennsylvania Company in conformity with the provisions of this section.

§ 6. Said Pennsylvania Company further agrees that the City of Chicago may construct, or authorize to be constructed, subways in Polk street, Taylor street, West 12th street, West 14th street, West 16th street and West 18th street, the roofs of such subways to be at such levels not above 15 feet below Chicago City datum as may hereafter be determined by those in charge of subway construction, when approved by the Commissioner of Public Works, and that the foundations of such structures as said Pennsylvania Company or its associated companies may erect upon or in said Polk street, Taylor street, West 12th street, West 14th street or any of them, shall be erected in such a manner as to allow the construction of said subways, and the said Pennsylvania Company shall in no event use or permit to be used any of the space in the above streets, for a depth lower than 15 feet below Chicago City datum (except for foundations), and said Pennsylvania Company expressly agrees, by the acceptance of this ordinance, that if the City of Chicago shall at any future time desire to construct subways in any of said streets, such subways may be constructed beneath the space in said streets or any of them occupied by said Pennsylvania Company, or any other railroad company then using the terminals and facilities herein authorized, and the said Pennsylvania Company further expressly agrees to discharge and release the said City of Chicago from any claim of any kind, nature or description, on the part of said Pennsylvania Company or any other railroad company using the terminals and facilities herein authorized, for compensation for the land taken for such subways, or damages to the remainder of the land of said Pennsylvania Company or any other railroad company using the terminals and facilities herein authorized, resulting from the taking of such portion for the construction of such subways. Said Pennsylvania Company shall remove or adjust at its own expense, under the supervision and direction of the

Commissioner of Public Works, any foundations of buildings or structures interfering with the construction of such subways.

The said Pennsylvania Company agrees that in case subways are located in any of said streets, as well as under any property which it or any railroad company now or hereafter using the terminals and facilities herein authorized now owns or hereafter acquires, and under which streets or property the City of Chicago, shall construct or authorize to be constructed subways, the Pennsylvania Company or such other railroad company shall co-operate with the City of Chicago, or with such parties as may be authorized to construct said subways, to the end that such sections of such subways as are constructed at the time that the buildings or structures of the said Pennsylvania Company are constructed, may be jointly designed and jointly constructed, so as to construct most economically such subways and buildings and structures, and to interfere least with the rights of both parties.

§ 7. Said Pennsylvania Company shall, at its own cost, rebuild and reconstruct to a width of eighty (80) feet those portions of the streets and viaducts, including roadway surfaces and sidewalks upon Polk street and Taylor street, which extend over any property which may be owned, leased, controlled or used by said Pennsylvania Company or any other railroad company then using the terminals and facilities herein authorized, unless said work is performed by The Union Station Company as hereinafter set forth. The increase in the width of said streets and viaducts shall be made on the south side thereof.

The Pennsylvania Company shall, when and as ordered so to do by the City Council of the City of Chicago, pay such proportion of the entire cost of construction of a new viaduct (together with its approaches) not exceeding one hundred and eighteen (118) feet in width extending from South Canal street to the west line of the South Branch of the Chicago River upon West Twelfth street, as is represented by the ratio that all the railroad tracks (both main and switch) maintained by said company and also the Chicago, Burlington & Quincy Railroad Company and any other railroad company or companies then using the terminals and facilities herein authorized, bear to the entire number of tracks of all kinds maintained beneath said viaduct; provided that there shall first be deducted from the cost of the construction of said viaduct such sum of money, if any, as any street railway company or companies shall be required to pay toward the cost of the construction of said viaduct, but this proviso shall not be deemed or taken to impose any obligation on any street railway company to contribute to the cost of construction of said viaduct; provided further, however, that should all parties concerned in the construction of said viaduct agree on a different basis of prorating the cost of the construction thereof, then the said Pennsylvania Company shall pay its pro rata share of the cost of the construction of said viaduct in accordance with such agreement.

Whenever the City Council of the City of Chicago shall pass an ordinance or ordinances providing for the construction of viaducts or subways in West Eighteenth, West Sixteenth or West Fourteenth streets, or

any of them, as the said streets are now or may hereafter be laid out east of South Canal street, and west of the South Branch of the Chicago River, and in the case of West Fourteenth street and West Sixteenth street or either of them provision is also made for bridges in said streets respectively over the South Branch of the Chicago River, connecting such viaducts on said last mentioned streets or either of them with the east bank of said South Branch of said river, then the Pennsylvania Company and the Chicago, Burlington & Quincy Railroad Company and any other railroad company then using any part of the terminals or facilities authorized herein, or in the ordinance granting certain rights to The Union Station Company, to which reference is hereinafter made, shall grant to the city without expense to the city the necessary easements or rights for the construction of such viaducts or subways respectively in any property then owned or used by or held for the said companies or any of them; and the said companies and each of them will, without cost to the City of Chicago, construct the portions of said viaducts or subways respectively upon and over the property of said companies, respectively, or in the streets abutting upon or adjacent to such property; and will thereafter widen said parts of said viaducts respectively as and when the streets on which the same are built are thereafter widened by said city immediately east or west of such parts, and will at all times maintain said portions of said viaducts and subways respectively, including the roadway and sidewalks, and shall reconstruct said portions of the same respectively, whenever in the opinion of the Commissioner of Public Works the condition thereof has become such as to necessitate such reconstruction.

Said Pennsylvania Company shall maintain so much of each of the viaducts and approaches in this section described, including roadway surfaces and sidewalks, as shall be over the property owned, leased, controlled or used by said company, or any railroad company then using the terminals and facilities herein authorized, in good order and condition; and in the event that it shall fail so to do, after thirty days' written notice from the Commissioner of Public Works, then the City of Chicago may do or cause to be done the work necessary to maintain said viaducts and approaches, or any of them, and on demand collect from said Pennsylvania Company the cost of doing said work, together with an additional ten per cent. upon the total of such cost, for superintendence by the city.

Nothing in this ordinance shall operate or be held to relieve any railroad company or any street railway company of or from any liability now existing, however created, at its or their expense, after the changes, restoration and reconstructon of street railway tracks and property, provided for or necessitated by this ordinance, shall have been completed, to construct and maintain said viaducts or subways or to pave and maintain their proper proportion of such streets in the manner now or hereafter required by law or ordinance, provided, however, that if any street or alley so obstructed shall contain street railway tracks and such obstruction shall necessitate the building of new tracks or the making of new connections with existing tracks, in order to accommodate street railway traffic, the cost thereof shall be paid by the Pennsylvania Company; rea-

sonable notice of making all such obstructions shall be given to the street railway companies.

In all cases where in complying with the provisions of this ordinance it is necessary to change or reconstruct street railway tracks and property, the work shall be done by the street railway companies owning the same and the cost thereof shall be paid by the Pennsylvania Company.

The obligation herein expressed in reference to the viaducts in Polk street, Taylor street and West Twelfth street is included in the obligation imposed upon the Union Station Company by virtue of an ordinance entitled, "An Ordinance granting to The Union Station Company, a corporation, its successors and assigns, the right to construct, maintain and operate a railroad passenger station in the City of Chicago, and the right also to construct, maintain and operate certain railroad tracks and facilities in connection therewith in this ordinance described." Nothing in this ordinance contained shall be construed to or shall alter or affect the obligation of The Union Station Company in reference to said viaducts, and each of them, under said ordinance, and in the event that said ordinance is accepted and said obligation is performed by The Union Station Company in accordance therewith, the obligation of said Pennsylvania Company in reference to said viaducts herein expressed, in so far as the same is included in said obligation of The Union Station Company, shall be null and void, except that said Pennsylvania Company shall be liable as a guarantor of the performance of said obligation by The Union Station Company so far as the same affects the portions of said viaducts over the property of said Pennsylvania Company and any other railroad company or companies using the terminals and facilities herein authorized. But if said ordinance imposing said obligation in reference to said viaducts upon The Union Station Company shall not be passed or accepted or if the obligation imposed upon The Union Station Company in reference to said viaducts shall not be performed in accordance with the terms of said ordinance, then the entire obligation imposed by this ordinance upon said Pennsylvania Company in reference to said viaducts shall be in full force and effect.

§ 8. It is hereby expressly provided as one of the terms, limitations and conditions of this ordinance, that by the acceptance hereof the Pennsylvania Company and the companies occupying and using the terminals and facilities herein authorized, agree that if the City of Chicago or any other governmental agency acting at the request of said city and having lawful authority therefor, desires and makes provision and is proceeding to straighten the South Branch of the Chicago River by creating a new channel for said river, so that the west line of said river shall be a line beginning at a point on the present west line of said South Branch of the Chicago River, at its intersection with the present south line of Polk street, at a distance of nine hundred thirty nine and eighty-nine one-hundredths (939.89) feet east of the present line of South Canal street, measuring along said south line of Polk street, thence by a straight line to a point on the north line of West Twelfth street ten hundred eighty-six and eight-tenths (1086.8) feet east of the present east line

of South Canal street measuring along said north line of West Twelfth street, thence extending south parallel with said present east line of South Canal street to an intersection with the present west bank of said South Branch of the Chicago River between West Sixteenth street and West Eighteenth street; or if said westerly line of said river shall be established with the consent of the City Council of the City of Chicago, on any line east of said line (but in no event upon a line farther west than that above described), and the east line of said South Branch of said river shall be a line parallel with and 200 feet distant easterly from the west line of said South Branch of said river as above described; then and in that event said Pennsylvania Company, through its officers and engineers, will endeavor to secure the co-operation of any other railroad corporation owning lands upon the route of said proposed new channel to the end that the assistance of any such other railroad corporations may be secured in effecting said improvement by means of the straightening of said channel of the Chicago River.

It is expressly understood and agreed that any change in the channel of the Chicago River so contemplated and proposed, need not follow the exact route hereinabove described, but may be approximately in the general line and within the general limits above stated, provided that no part of such route shall in any event be west of the west line described in the preceding paragraph hereof. Said Pennsylvania Company and the companies occupying the terminals and facilities under the terms of this ordinance hereby further agree that if and when provision is made by law for the straightening of the river as herein provided, and the other property necessary therefor is acquired, it or they or any or either of them, (the lands of which lie or may hereafter be situated within the proposed route of said river channel, if straightened), will, upon payment of compensation therefor as hereinafter provided convey to the City of Chicago, or such governmental power as has charge and control of straightening said river channel, any interest in and to lands which it, they, or any of them, may own or control, necessary or convenient for the purpose of the straightening of said river channel.

And it is hereby expressly agreed that compensation for or damages on account of any such interest in lands so to be conveyed for the purpose of straightening said river channel shall be ascertained and fixed by a board or boards of arbitration, which shall be constituted as follows: The said city shall appoint one of the members of such board (which appointment shall be made by the Mayor of said city and be subject to the approval of the City Council) and shall notify the railroad company the property of which is required for the proposed improvement, in writing, of the name and address of such member, and within 30 days after such notice such railroad company shall appoint a member of such board and shall notify the Mayor of said city, in writing, of the name and address of such member so appointed by it. In the event that such railroad company fails to appoint such member within the time specified herein, then said city shall be entitled to appoint the second member of such board in the manner above provided for the appointment of the first member. The two members appointed in either of the ways aforesaid shall select the third mem-

ber of such board. In the event that they do not agree upon the selection of such third member within 30 days from the appointment of the second member of such board in either of the ways aforesaid, then a majority of the persons then legally elected and acting as judges of the Circuit Court of Cook County may appoint the third member of such board upon the application of said city or of such company after the giving of 10 days' written notice of such application to the other party. In the event of the death or refusal to serve of any of the members of such board, the party by which such member was appointed shall have the power to fill the vacancy within 30 days after notice to the other party. Any vacancy caused by the death, resignation or refusal to serve of the third member of such board, may be filled by agreement of the other two members of such board or if they fail to agree within 30 days after such vacancy shall occur, then a majority of the persons then legally elected and acting as judges of the Circuit Court of Cook County may fill such vacancy, upon the application of said city or of such company after giving 10 days' written notice of such application to the other party. Such board of arbitrators shall have power to fix the times and places for the presentation of evidence by the respective parties and within 30 days after the conclusion of such evidence shall make its finding and award in writing in reference to the questions of compensation or damages, or both, as above provided, upon the evidence submitted. Any finding or award by such board or a majority of the members thereof, shall be binding upon the parties to such arbitration, without any appeal, and in consideration of the obligation herein imposed, said City of Chicago agrees and undertakes that such compensation and damages, or either of them, as may be awarded by any such board shall be paid to the company or companies concerned within one year from the making of such finding or award.

The obligation herein created in reference to the straightening of said branch of the Chicago River shall be taken and held for a period of fifteen years from the passage of this ordinance, to be a covenant running with the land now or hereafter within said period owned or held by said Pennsylvania Company or any railroad company or companies using the terminals and facilities herein authorized, and lying within the area which may be selected for a channel in accordance with the provisions hereof for straightening said South Branch of the Chicago River, and as such shall be binding upon the successors and assigns of and purchasers from said Pennsylvania Company or such other railroad company or companies, or any of them, for said period of fifteen years. At the end of said period of fifteen years, the obligation herein imposed in reference to straightening said South Branch of the Chicago River shall cease and determine, unless in the meantime the conditions herein prescribed for the performance of said obligation shall have been fulfilled. In the event that the line adopted for the straightening of said river is located farther west than said west line hereinabove described, then each and all of the obligations herein assumed in reference to the straightening of the South Branch of the Chicago River shall be null and void.

§ 9. The permission and authority hereby granted to said Pennsylvania

Company are upon the express condition that it shall indemnify the City of Chicago and hold it harmless from any and all damages and expense (including damages to private property) to which it may be subjected by reason of the use and occupation by said Pennsylvania Company or any other railroad company or companies using the terminals and facilities herein authorized, of any of the streets and alleys within the limits hereinbefore described, and relocation of sewers, as herein provided, and said Pennsylvania Company shall, at its own cost and charge, defend any suit in law or equity which may be brought against the City of Chicago and said Pennsylvania Company or other railroad companies, or against any of them, by reason of any acts or things done under the permission and authority in this ordinance granted, and said Pennsylvania Company shall pay all the judgments, interest and costs which may be finally rendered against the City of Chicago, and said Pennsylvania Company or other railroad companies, or any of them, by reason of the relocation of sewers herein mentioned; provided, however, that in the event of suits in law or equity brought against the City of Chicago for damages or for equitable relief by reason of any acts done by said Pennsylvania Company or other railroad companies, or any of them, in pursuance of the permission and authority hereby granted, wherein the Pennsylvania Company shall not be a party defendant with said City of Chicago, the Corporation Counsel of said City of Chicago shall, at least five days before the return day of the process therein, mail notice in writing of such suit to the Resident Vice-President of said Pennsylvania Company.

§ 10. All that part of Dodge street lying northeasterly of the northeasterly line of Block two (2) and west of the east line of said Block two (2) produced north (except therefrom the north fifty-two (52) feet of said Block two (2)); also all that part of Ellsworth street lying west of and adjoining the west line of Blocks two (2), seven (7) and ten (10), except therefrom the north fifty-two (52) feet of said Block two (2); also all that part of Forsyth avenue lying within Blocks one (1), eight (8) and nine (9), (except therefrom the north fifty-two (52) feet of said Block one (1)), also all that part of West Twelfth place south of and adjoining the south line of Blocks one (1) and two (2), and the south line of said Block one (1) produced east sixty-six (66) feet and produced west across Forsyth avenue; also all that part of West Thirteenth place south of and adjoining the south line of Blocks seven (7) and eight (8) and the south line of said Block eight (8) produced east sixty-six (66) feet and west across Forsyth avenue; also all that part of the south thirty-four (34) feet of West Fourteenth street north of and adjoining the north line of Block fourteen (14), lying west of the west line of Dodge street produced south; also all of the north and south public alleys in Blocks two (2), seven (7) and ten (10), (except therefrom the north fifty-two (52) feet of said Block two (2)),—all in Canal Addition to Chicago in northeast quarter (N. E. ¼), Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian; also all that part of Stewart avenue east of and adjoining the east line of Blocks one

(1), six (6) and seven (7), and the east line of said Block six (6) produced north and south sixty (60) feet, and the east line of said Block seven (7) produced south sixty-six (66) feet, (except therefrom the north fifty-two (52) feet of said Block one (1)); also all that part of West Twelfth place south of and adjoining the south line of Block one (1); also all that part of West Thirteenth street south of and adjoining the south line of Block six (6); also all that part of West Thirteenth place south of and adjoining the south line of Block seven (7); also all of the public alleys in Blocks one (1) and seven (7),—all in Brainard and Evan's Addition to Chicago in northwest quarter (N. W. $\frac{1}{4}$), Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian; also all that part of Stewart avenue east of and adjoining the east line of Blocks sixty-one (61), sixty (60), fifty-one (51) and fifty (50), and the east line of said Block fifty-one (51) produced north and south sixty-six (66) feet; also all that part of Liberty street lying within Block sixty-one (61); also all that part of Barber street lying within Block sixty (60); also all that part of West Fourteenth place lying south of and adjoining the south line of Block sixty (60); also all that part of West Fifteenth street lying within Block fifty-one (51); also all that part of West Fifteenth place lying south of and adjoining the south line of Block fifty-one (51); also all that part of Depot place lying within Block fifty (50); also all of the public alleys in Block sixty (60),—all in Canal Trustees' New Subdivision of blocks in northwest quarter (N. W. $\frac{1}{4}$), Section twenty-one (21), Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian (except Blocks fifty-seven (57) and fifty-eight (58)) also all that part of Stewart avenue east of and adjoining the east line of Block forty-three (43) in Canal Trustees' Subdivision of west half (W. $\frac{1}{2}$) of Section twenty-one (21) Township thirty-nine (39) North, Range fourteen (14), East of the Third Principal Meridian, and so much of the southeast quarter (S. E. $\frac{1}{4}$) as lies west of the South Branch of the Chicago River; said parts of said streets being further described as all that part of the triangular portion of Dodge street lying south of a line fifty-two (52) feet south of the south line of West Twelfth street and west of the west line of Dodge street produced north; also all that part of Ellsworth street, Forsyth avenue and Stewart avenue lying between the north line of West Fourteenth street and a line fifty-two (52) feet south of and parallel to the south line of West Twelfth street; also all that part of Stewart avenue lying between the south line of West Fourteenth street and the north line of West Sixteenth street and between the south line of West Sixteenth street and the north line of West Eighteenth street; also all that part of West Twelfth place, West Thirteenth street, Liberty street, Barber street, West Fourteenth place, West Fifteenth street, West Fifteenth place and Depot place, lying between the east line of South Canal street and the west line of Stewart avenue; also all that part of West Twelfth place lying between the east line of Stewart avenue and the west line of Dodge street; also all that part of West Thirteenth place lying between the east line of South Canal street and the west line of Dodge street; also all that part of the south thirty-four (34) feet

of West Fourteenth street lying beween the east line of Stewart avenue and the west line of Dodge street produced south; and said alleys being further described as all of the north and south public alleys in the three blocks bounded by West Twelfth street, West Fourteenth street, Dodge street and Ellsworth street; also all of the public alleys bounded by West Twelfth street, West Thirteenth place, Stewart avenue and South Canal Street; also all of the public alleys in the block bounded by West Fourteenth street, West Fourteenth place, Stewart avenue and South Canal street, as colored in red and indicated by the words "To Be Vacated" on the plat hereto attached, which plat, for greater certainty, is hereby made a part of this ordinance; be and the same are hereby vacated and closed, inasmuch as said streets and alleys and such portions of said streets and alleys are no longer required for public use, and the public welfare will be best conserved by their vacation and discontinuance. The vacation herein provided for is made on the express condition that upon the acceptance of this ordinance by the Pennsylvania Company, said Pennsylvania Company shall within thirty days thereafter file for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

§ 11. (1) The grants made and privileges obtained under this ordinance may be revoked by the City of Chicago, and this ordinance shall become null and void, in the event, and whenever the grantee shall fail for a period of ninety days after notice from the City of Chicago to comply with any or all of the requirements and conditions herein imposed, and unless the work of constructing said railway tracks, terminals and facilities be begun within one year and completed within four years from the passage of this ordinance, unless prevented by strikes, riots, the act of God or a public enemy, or restrained by injunction or other order or process of a court of competent jurisdiction not obtained through collusion, in which event the time that such completion shall be so prevented, as aforesaid, shall be added to the time hereby given for the completion of said work, provided said Pennsylvania Company shall give notice in writing to the Corporation Counsel of the City of Chicago of the institution of said legal proceedings. The City of Chicago shall thereupon have the right to intervene in any suit or proceeding brought by any person or persons seeking to enjoin or restrain or in any manner interfere with the prosecution of said work, and move for a dissolution of such injunction or restraining order, and for any other proper order in such suit. Should, however, the prosecution of said work authorized to be done under the provisions of this ordinance, be delayed by reason of any delay on the part of the City of Chicago or any of its officers in the performance of the duties imposed upon the city and its officers, by this ordinance in respect to the work herein authorized to be done, then and in that case the time during which such completion shall be so delayed shall be added to the time during which such completion is required by the terms of this ordinance, as to the part or parts of the work so delayed.

(2) Nothing in this section shall be construed to prevent the Pennsylvania Company and the Chicago, Burlington & Quincy Railroad Company, or either of them, from thereafter constructing and operating such

additional tracks as said Company may from time to time find necessary or convenient for the operation of the said terminals and facilities herein authorized, only, however, within the limits defined in Section One hereof and as authorized by and subject to the provisions of this ordinance.

SECTION 12. (1) The permission and authority hereby granted to and the terms and provisions herein imposed upon said Pennsylvania Company and said Chicago, Burlington & Quincy Railroad Company shall inure to and be binding upon their successors, lessees and assigns.

(2) The permission and authority hereon granted are upon the express condition that within the time limited for the acceptance of this ordinance, The Union Station Company shall pay to the City of Chicago the sum of eight hundred twenty-five thousand eight hundred five and 04/100 dollars ($825,805.04), over as provided in Section 16 of an ordinance entitled "An ordinance granting to The Union Station Company, a corporation, its successors and assigns, the right to construct, maintain and operate a railroad passenger station in the City of Chicago and the right also to construct, maintain and operate certain railroad tracks and facilities in connection therewith in this ordinance described," said sum to be so paid by The Union Station Company as provided in Section 16 of said ordinance.

(3) The said Pennsylvania Company shall within six (6) months after the passage of this ordinance, file with the City Clerk its acceptance of this ordinance and its bond payable to the City of Chicago, in form to be approved by the Corporation Counsel of the City of Chicago, in the penal sum of one million ($1,000,000) dollars, with the Chicago, Burlington & Quincy Railroad Company as surety, conditioned upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance; whereupon this ordinance shall be in full force and effect. Said bond and the liability of the surety thereon shall be kept continually in force.

(4) The rights and privileges in this ordinance granted are upon the express condition that a section ordinance entitled "An ordinance granting to The Union Station Company, a corporation, its successors and assigns, the right to construct, maintain and operate a railroad passenger station in the City of Chicago, and the right also to construct, maintain and operate certain railroad tracks and facilities in connection therewith in this ordinance described" shall be passed and accepted in accordance with the terms thereof.

AGREEMENT July 2, 1915 between Chicago Union Station Company and Chicago, Burlington & Quincy Railroad Company et. al.

THIS AGREEMENT, made this second day of July, A. D. 1915, by and between CHICAGO UNION STATION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter designated the Station Company, CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY and PENNSYLVANIA COMPANY (assignee of The Pennsylvania

Railroad Company, operating the Pittsburgh, Fort Wayne and Chicago Railway), hereinafter designated the Proprietary Companies, THE PENNSYLVANIA RAILROAD COMPANY (lessee of the Pittsburgh, Fort Wayne and Chicago Railway). PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, and ILLINOIS TRUST AND SAVINGS BANK, hereinafter designated the Trustee: WITNESSETH

Whereas, the Station Company has acquired the title, including the leasehold interests of the Proprietary Companies, of the property in the City of Chicago, Illinois, used by them for passenger station purposes under an agreement dated September 7, 1880, and, under authority granted by an ordinance passed by City Council of Chicago, March 23, 1914, proposes to construct, maintain and operate a union passenger station and facilities upon premises now owned or to be acquired as shown by plan No. 213, dated April 12, 1915, identified by the signatures of representatives of the Station Company and the Proprietary Companies, which plan is hereto attached, made a part hereof, and marked "Exhibit A"; and

Whereas, the outstanding capital stock of the Station Company is owned by the Proprietary Companies in the following proportions: Chicago, Burlington and Quincy Railroad Company twenty-five per cent. (25%); Chicago, Milwaukee and St. Paul Railway Company twenty-five per cent. (25%); The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company twenty-five per cent. (25%); and Pennsylvania Company twenty-five per cent. (25%); and

Whereas, Pennsylvania Company is in possession of the Pittsburgh, Fort Wayne and Chicago Railway, and is operating and maintaining the same by virtue of the assignment to it of the lease from Pittsburgh, Fort Wayne and Chicago Railway Company to The Pennsylvania Railroad Company, dated June 7, 1869, for a term of nine hundred and ninety-nine (999) years; and

Whereas, each of the Proprietary Companies, except Pennsylvania Company, owns and each operates a line of railway into the City of Chicago; and each of the Proprietary Companies is in need of an adequate and appropriate terminal passenger station and facilities in the said city; and

Whereas, the Proprietary Companies have made advances to, and expended money for the benefit of, the Station Company, and by the issue of mortgage bonds of the Station Company, guaranteed by the Proprietary Companies for the purpose of inducing the purchase of the said bonds on the faith of the said guaranty, desire to reimburse themselves for such advances and expenditures and desire to enable the Station Company to complete the construction of the said station and facilities;

Now, therefore, in consideration of the premises and of the covenants and agreements hereinafter set forth it is covenanted and agreed between the parties hereto as follows:

Section 1. The Station Company will, with reasonable diligence, construct and thereafter maintain the said union station and facilities, all in accordance with the said general plan No. 213, dated April 12, 1915,

attached hereto as said "Exhibit A," which general plan may be modified in detail by unanimous vote of the Board of Directors of the Station Company, and will make the necessary connections with the tracks of the Proprietary Companies at the property line of the Station Company, according to plans agreed upon between the Station Company and each of the said Proprietary Companies, and will comply with all other conditions required by the said ordinance of March 23, 1914. The said station and facilities shall at all times be such as may be reasonably necessary for handling the passenger, mail and express traffic of the said Proprietary Companies, and the equivalent of any additional operating facility furnished for any of the said Proprietary Companies shall be furnished upon demand by the Station Company for any of the other of the said Proprietary Companies.

§ 2. The Station Company hereby grants to each of the said Proprietary Companies the equal right of using in common, for handling its passenger, mail, and express traffic, the said station and facilities, during, and for the full period from the effective date hereof until July 3, 1993, and for such further time as the station and facilities may be used or the term of corporate existence of the said Station Company may be extended or renewed from time to time; provided, that the said facilities, the common use of which is hereby granted, shall also include the property and appurtenances which the Station Company may hereafter acquire and retain.

§ 3. Each of the said Proprietary Companies agrees that, on the terms and conditions of this agreement and during the entire period specified in Section Two, it will use the said station and facilities for all of its trains handling passenger, mail, and express traffic arriving at, departing from, or operating within the limits of the said City of Chicago, except as otherwise provided from time to time by the unanimous vote of the Board of Directors of the Station Company.

The use hereby granted to each of the Proprietary Companies is for its own traffic only, and the said Proprietary Companies, under the cover of this agreement, shall not use, or permit to be used, the said station and facilities for the purpose of providing any other railroad or railroad company with terminal facilities in the City of Chicago.

§ 4. The Station Company shall operate the said station and facilities; no discrimination shall be made in favor of or against any company using the said station and facilities.

Any employe, not an officer provided for in the By-Laws of the Station Company, if deemed unsatisfactory by any of the Proprietary Companies, shall be removed upon written demand, specifying the reason therefor.

§ 5. For the considerations aforesaid, it is hereby agreed between the Station Company, the Proprietary Companies, and the Trustee, and for the benefit of each and all of the present and future holders of all of the bonds issued or to be issued, or reissued or exchanged, under or as provided in the First Mortgage, dated July 1, A. D. 1915, by the said Station Company to Illinois Trust and Savings Bank, Trustee, as follows:

The Proprietary Companies shall and will jointly and severally guarantee the payment by the Station Company of both the interest and principal of all and every of the said bonds, whether in temporary or definitive form, according to their tenor, by causing their guaranty to be placed on each of the said bonds issued or to be issued, or reissued or exchanged, under or as provided in the said First Mortgage, substantially in the form following:

(Form of Guaranty.)

Chicago, Burlington and Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, and Pennsylvania Company, for value received, do hereby, jointly and severally, unconditionally guarantee to the holder of the within bond the payment of the principal thereof and of the indebtedness represented thereby, and of the interest on the said bond and indebtedness, as such principal and the installments of the said interest shall respectively become due; and in case of the failure of Chicago Union Station Company punctually to make payment of either the principal or the interest as the same shall become due, do hereby jointly and severally agree punctually to make such payments.

In witness whereof the said guarantor companies have caused their respective corporate names and the signatures or the engraved facsimile signatures of their respective presidents or vice presidents to be hereunto affixed and this guaranty to be countersigned on behalf of each of them by Illinois Trust and Savings Bank, their agent duly appointed for that purpose.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

By .....

President.

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY,

By .....

President.

THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY,

By .....

Vice President.

PENNSYLVANIA COMPANY,

By .....

Vice President.

Countersigned on behalf of each of the above four Companies by

ILLINOIS TRUST AND SAVINGS BANK,

Agent,

By .....

The respective corporate names of the Proprietary Companies and the signatures or the engraved facsimile signatures of their respective Presidents or Vice-Presidents shall be affixed to the said guaranty. The engraved facsimile signature of any person who shall have been President or Vice-President of any of the Proprietary Companies may be used for that purpose notwithstanding the fact that he may have ceased to be such President or Vice-President at the time when such bonds shall be guaranteed. The Trustee shall countersign such guaranty upon bonds issued from time to time under the said First Mortgage to an aggregate principal amount not to exceed $60,000,000.00 at any one time outstanding, upon receipt from time to time by the Trustee of a copy of a resolution of the Board of Directors or the Executive Committee of each of the Proprietary Companies, certified by its Secretary or an Assistant Secretary under its corporate seal, approving the guaranty of such bonds to a specified amount and stating the interest rate, terms of redemption and any variations from the forms of bonds recited in the First Mortgage. The Trustee shall also countersign without any such resolution the guaranty upon bonds issued by the Station Company and authenticated by the Trustee in accordance with the provisions of the said mortgage to replace bonds mutilated, lost or destroyed, or to effect exchanges of coupon and registered bonds or transfers of registered bonds. The Proprietary Companies adopt respectively the engraved signatures to the guaranty upon the First Mortgage Gold Bonds of Chicago Union Station Company to be issued under the mortgage dated July 1, 1915, and authorize Illinois Trust & Savings Bank to countersign the said guaranty on behalf of each of the Proprietary Companies; and its countersignature of any guaranty shall be conclusive evidence of the validity and due execution thereof by each of the Proprietary Companies.

The Proprietary Companies and each of them assent to all the terms and conditions of the said bonds, and of the said First Mortgage, and hereby waive presentation or demand of any of the said bonds and of any interest coupons, and waive protest of the said bonds and of any interest coupons, and waive notice of presentation, demand and protest, and of any sale of the mortgaged premises or other trust estate in pursuance of the said First Mortgage, whether by the Trustee thereunder or in judicial proceedings. The obligations of the Proprietary Companies shall not be affected by any action taken under the said First Mortgage in the exercise of any right or power thereby conferred or by any failure or omission on the part of the Trustee under the said First Mortgage to enforce any rights given thereunder or conferred thereby, or by any failure or omission on the part of the holder of any of the said bonds to enforce any right of said bondholder against the Station Company or any successor corporation, or by any action of the Trustee under the said First Mortgage, or of any bondholder against the Station Company or any successor corporation under the said bonds or the said First Mortgage, or by any action of the Trustee or of any bondholder in grant-

ing indulgence to the Station Company or any successor corporation, or in waiving defaults on the part of the Station Company or any successor corporation under the said bonds or the said First Mortgage; and no proceedings taken for the enforcement of the said First Mortgage or for the sale thereunder of the mortgaged premises or trust estate shall affect the obligations of the Proprietary Companies or any of them.

The provisions of this Section Five may be enforced directly by the holders of the said bonds, as well as by the Trustee and its respective successors in the trust under the said First Mortgage, from time to time as often as occasion may arise, and shall not be subject to modification or change, anything in this agreement to the contrary notwithstanding. The Trustee is made a party to and has executed this agreement only for the purposes of this Section Five, and the Trustee shall not be considered or held to be a party to any of the provisions contained in the other sections of this agreement.

§ 6. The Proprietary Companies agree that the gross annual rental to be paid by them for the use of the said station and facilities shall be a sum of money sufficient to pay interest on bonds and other capital obligations of the Station Company, all taxes and special assessments, and a dividend of not less than five per cent. (5%) annually on the outstanding capital stock. Before apportioning this amount among the Proprietary Companies, there shall first be deducted all rentals received from any railway company, other than the parties hereto, that may use the said station and facilities, and the net amount to be paid shall be divided as follows: Chicago, Burlington and Quincy Railroad Company twenty-five per cent. (25%); Chicago, Milwaukee and St. Paul Railway Company twenty-five per cent. (25%); The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company twenty-five per cent. (25%); and Pennsylvania Company twenty-five per cent. (25%). All other income received from the use and occupation by the Station Company of any part of its property and from privileges and concessions granted by the Station Company shall be divided in the proportion that each of the railway companies using the station pays of the gross rental, each company's amount to be credited to its rental. Each of the Proprietary Companies agrees to pay its net rental, so determined, upon written notice from the Station Company twenty days before any interest, taxes, special assessments or dividend becomes payable.

§ 7. Each month the expense of operating, maintaining and renewing in kind the said station and facilities shall be determined so far as is practicable. Before making an apportionment among the Proprietary Companies there shall first be deducted the payments made on that account by all railway companies, other than the parties hereto, using the station and facilities, and, of the balance, each of the Proprietary Companies agrees to pay to the Station Company monthly, upon bills rendered, that proportion which the number of its locomotives and cars using or required to use the said station and facilities during the month bears to the total number of such locomotives and cars of all the Proprietary Com-

panies, each locomotive to be counted as two (2) cars. In suburban or local trains, the origin and destination of whose runs are between Chicago and points within fifty-two miles of the said station, the cars shall be counted as four-fifths of a car. The locomotives and cars in trains which arrive by one and depart by another of the railways using the station and are, therefore, routed through the station, and locomotives and cars in all other trains arriving at the said station or departing therefrom, shall be counted respectively on entering and on leaving the said station; but locomotives and cars moving between the station and yards, engine houses, and storage tracks, and locomotives engaged in switching passenger, mail or express trains, shall not be counted.

The Station Company shall render monthly to each of the Proprietary Companies a statement of all expenses incurred in the maintenance, renewal, and operation of the said station and facilities apportioned among the Proprietary Companies in the manner in this Section set forth, and for this purpose each of the Proprietary Companies agrees to furnish to the Station Company a statement of all locomotives and cars not using but required to use the said station and facilities and the records of each Proprietary Company shall be open for inspection by an authorized agent of the Station Company. The books and accounts of the Station Company shall be open for inspection by an authorized agent of any of the Proprietary Companies.

§ 8. Any expenditures from time to time incurred by the Station Company in performance of its obligations under Section Four of the ordinance of March 23, 1914, not a part of the expenses of maintenance and operation of the station and facilities, shall be borne by the Proprietary Companies in proportion to their interests in the capital stock of the Station Company at the date of the execution of this agreement.

§ 9. At the end of each fiscal year of the Station Company, adjustment shall be made in order that the rental paid by each of the Proprietary Companies shall be on the basis stated in Section 6, and that each Proprietary Company's part of the expense of operation, maintenance and renewal shall be in proportion to its use of the said station and facilities, during that entire period.

§ 10. If any railway company using the said station and facilities defaults in the payment of any sum required to be paid for rental or for expense of maintenance, renewal or operation, the deficiency in rental shall be borne by the remaining companies in the proportion that each bears of the total rental not in default, and the deficiency in the expense of maintenance, renewal and operation shall be borne by the remaining companies in the proportion that each bears of the total expense for maintenance, renewal and operation not in default, for the period respecting which said default occurred. If and when such amounts, with interest, are paid by a defaulting company, they shall be credited to the contributing companies in proportion to the amounts advanced by them.

§ 11. Each of the Proprietary Companies agrees to pay all amounts due by it under Section 6 in accordance with the provision therein con-

tained and all other sums due hereunder within thirty days after bills have been rendered by the Station Company. Payment shall not be delayed by reason of any dispute as to the correctness of the bills and it is agreed that any errors shall be subsequently adjusted. If any of the said Proprietary Companies shall fail to pay any sum due hereunder on or before the date when same shall become due and such default shall continue for a period of thirty days, the Station Company may thereafter bring suit against such defaulting Company, and any net sum so recovered shall be divided among the other companies in the proportion advanced by each because of such default. The obligation of each Proprietary Company to make all of the payments required by this agreement is absolute and unconditional. No termination or suspension of any rights of any Proprietary Company shall limit or affect the obligation of the Proprietary Company whose rights are terminated or suspended to pay the sums under this agreement required to be paid during the full term of this agreement and extension or extensions thereof.

In the event that any of the said Proprietary Companies ceases to make use of the said station and facilities, as hereinbefore provided, for any reason whatsoever, the portion of the expense of operation, maintenance and renewal of said station and facilities to be borne by the Proprietary Company whose traffic is withdrawn shall be determined by ascertaining from the records of that Proprietary Company, or its successor in possession for operation, using the basis stated in Section 7, the locomotives and cars handling such traffic into, between points within, or out of said City of Chicago and counting the number of locomotives and cars so ascertained as though they had in fact made use of said station and facilities. Under such circumstances and for the purpose mentioned each Proprietary Company, for itself and for its successor in possession for operation, hereby grants to the Station Company's authorized agent the right to examine its books and records.

If, for any reason, the said portion of the expense of operation, maintenance and renewal to be borne by the withdrawing Proprietary Company cannot be determined in the manner provided in the preceding paragraph of this section, then the portion of the expense of operation, maintenance and renewal to be borne by the withdrawing Proprietary Company shall be determined by the proportion of the maximum number of its locomotives and cars using, or required to use, the said station and facilities in any fiscal year of the five years immediately preceding its withdrawal bears to the total number of locomotives and cars of all railway companies using or required to use the same during the said period.

§ 12. If any Proprietary Company shall fail to pay any sum required herein within thirty days after bills have been rendered, or shall fail to perform or to comply with any other covenant or condition by it herein stipulated to be performed or complied with, and if, for a period of ninety days after a written demand shall have been made by the Station Company, such default in payment or in performance or compliance shall

continue, the Station Company shall have the right to exclude such defaulting Proprietary Company from the use of the said station and facilities, and, upon giving such notice in writing to the defaulting company, the rights of that Proprietary Company shall thereupon be terminated and it shall be excluded from the use of the said station and facilities. Any Proprietary Company so excluded under this section shall be entitled at any time within a period of one year after such exclusion, but no longer, to be reinstated to the use and enjoyment of all the rights and privileges granted to it hereunder, provided that it shall perform and comply with covenants and conditions of this agreement and shall within such year pay to the Station Company all sums for which it is in default, with interest thereon at the rate of seven per cent. (7%) per annum from the date of such default. Any dividend payable to any Proprietary Company in default shall be withheld and credited upon its account.

§ 13. The Station Company shall bear all loss, damage, and expense to persons and property arising from the acts or omissions of the officers, agents, and employes of the Station Company engaged in the administration, operation, maintenance, and renewal of the station and facilities; also loss by any unlawful act of any person whomsoever, and all sums so paid by the Station Company shall be charged to the current expense of operation and maintenance and divided in accordance with Section 7.

All loss, damage and expense, to persons or property, arising from an act or omission of a sole employe of any of the Proprietary Companies, or to defects in the locomotives or cars in its possession, shall be borne by that Company.

In case of loss, damage and expense to persons or property due to the acts or omissions of the sole employes of more than one of the railway companies using the station and facilities or to defects in locomotives or cars in their possession, each company so participating in the responsibility shall bear the loss, damage and expense to and on its own trains, to its employes, and to persons and property in its care and custody, and they shall divide equally all loss, damage and expense to property or persons sustained by all other parties.

Loss, damage or injury to persons or property caused by the joint negligence of employes of the Station Company and of one or more of the railway companies using the station and facilities shall be equally divided between the companies participating in the responsibility.

All other loss, damage and expense shall be charged to the current expense for operation and maintenance and shall be divided in accordance with Section 7.

§ 14. The Station Company shall keep the station and facilities properly insured and the cost shall be included in the expense of operation, maintenance and renewal mentioned in Section 7. In the event of the total or partial destruction of the station and facilities by fire or other causes not covered by Section 13 the same or the equiva-

lent shall be rebuilt or replaced by the Station Company, and the cost thereof, less the amount of insurance received, shall be charged to the current expense for maintenance, renewal and operation.

§ 15. It is agreed that other railway companies may be admitted to the common use of the station and facilities by the unanimous consent of the parties hereto not in default.

§ 16. In case of any difference or dispute as to the construction or interpretation of this agreement upon which the parties are unable to agree, the matter concerning which there is a controversy shall be submitted to three competent disinterested arbitrators, one of whom shall be appointed by the party or parties holding to one contention, and the other by the party or parties holding to the contrary contention involved in such difference or dispute, and the two so appointed shall elect a third disinterested and competent person, and the decision of this Board, or of a majority, shall be final and conclusive between the parties.

Should one of the parties neglect to appoint an arbitrator as aforesaid for the period of twenty days after written notice to make such appointment, then and in that event the other party or parties shall select another competent disinterested person, and these shall select an additional competent disinterested person and the three so chosen shall hear and decide such differences, and their decision, or that of a majority, shall be final and conclusive between the parties.

In case the two arbitrators, chosen in either of said ways, fail to agree within thirty days on a third arbitrator, then the third arbitrator shall be appointed by the United States District Judge, Northern District, Illinois, senior in service, and the three so chosen shall hear and decide such differences, and their decision, or that of a majority, shall be final and conclusive between the parties.

Each company involved in an arbitration proceeding shall assume its individual expense, and all joint expense shall be divided equally among the companies taking part in the arbitration.

This section shall not apply to any matter requiring the unanimous vote of the Board of Directors of the Station Company, or to any matter arising under the provisions of Sections 5 or 21 hereof.

§ 17. The Pennsylvania Railroad Company, hereby assents to, and affirms the execution of, this agreement, and hereby guarantees the performance by Pennsylvania Company of the obligations herein assumed by it.

§ 18. In the event of the termination by lapse of time, or otherwise, of the lease of Pittsburgh, Fort Wayne and Chicago Railway Company to The Pennsylvania Railroad Company, dated June 7, 1869, Pittsburgh, Fort Wayne and Chicago Railway Company, or its lessee, or assignee, for a period of one year thereafter, and conditional upon its exercising an option which it has for the purchase of Station Company stock owned by Pennsylvania Company, shall have the right to accept the benefits of this contract. Pittsburgh, Fort Wayne and Chicago Railway Company agrees that, if it makes use of the said station and facilities, it

will assume all of the obligations of Pennsylvania Company and The Pennsylvania Railroad Company under this contract; in which event all of the parties hereto agree that Pittsburgh, Fort Wayne and Chicago Railway Company will thereafter be substituted for Pennsylvania Company as one of the herein designated "Proprietary Companies" but Pennsylvania Company and The Pennsylvania Railroad Company shall not be released or discharged from their obligations hereunder except by the unanimous vote of the Board of Directors of the Station Company.

§ 19. The Station Company covenants and agrees that in case the corporate existence of the said Station Company for any reason is not renewed or extended, it will not sell, lease, or transfer, or permit to be sold, leased, or transferred, the said station and facilities and property covered by this agreement, so as to deprive the Proprietary Companies or any of them, of the right to enter upon and use the said station and facilities and property, in the manner and upon the terms provided in this agreement; and any sale (except in the enforcement of the said First Mortgage), lease, or transfer of the said station and facilities and property made, or permitted, by the said Station Company or by its stockholders, shall be subject to the terms of this agreement, which shall remain in full force and effect, notwithstanding such sale, lease, or transfer; and this covenant shall be construed as a covenant imposed upon and running with the lands, property and rights of the Station Company.

§ 20. The covenants of this agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, lessees, grantees and assigns. No assignment by any of the Proprietary Companies of its rights under this agreement, whether in connection with the sale of the assigning Proprietary Company's railway and other property, or otherwise, shall release such assigning Proprietary Company from any of its obligations under this agreement. If any of the Proprietary Companies shall consolidate with any railway company, the consolidated company shall be liable to make all payments and to perform all obligations which would be obligatory upon each of the constituent companies, if such consolidation had not been made, and shall likewise succeed to all the rights, privileges and advantages of said constituent companies.

§ 21. This agreement is in all respects subject and subordinate to the said First Mortgage and the rights of the Trustee and the holders of the bonds issued or to be issued thereunder; and shall be in full force and effect from and after August 1, A. D. 1915.

In witness whereof, The parties hereto have caused this agreement to be executed by their proper officers duly authorized and their respective corporate seals to be hereto affixed and attested by their respective Secretaries, the day and year first above written.

[CORPORATE SEAL.] CHICAGO UNION STATION COMPANY,

Attest: By J. J. TURNER,

W. G. WHITE, *President.*

Secretary.

Approved:
F. J. LOESCH,
General Counsel.
THOS. RODD,
Chief Engineer.

[CORPORATE SEAL] CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

Attest: By HALE HOLDEN,
H. E. JARVIS, *President.*
Assistant Secretary.

Approved:
CHESTER M. DAWES,
General Counsel.

[CORPORATE SEAL] CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY,

Attest: By A. J. EARLING,
E. W. ADAMS, *President.*
Secretary.

Approved:
H. H. FIELD,
General Solicitor.
E. D. SEWALL,
Vice President.
C. F. LOWETH,
Chief Engineer.

[CORPORATE SEAL] THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY

Attest: By EDW. B. TAYLOR,
J. L. MASON, *Vice President.*
Assistant Secretary.

Approved:
C. B. HEISERMAN,
General Counsel.
B. MCKEEN,
General Manager.
W. C. CUSHING,
Chief Engineer, M. of W.
J. W. ORR,
Comptroller.

[CORPORATE SEAL] PENNSYLVANIA COMPANY,

Attest: By D. T. MCCABE,
J. L. MASON, *Vice President.*
Assistant Secretary.

Approved:
C. B. HEISERMAN,
General Counsel.
B. MCKEEN,
General Manager.
ROBERT TRIMBLE,
Chief Engineer, M. of W.
J. W. ORR,
Comptroller.

THE PENNSYLVANIA RAILROAD COMPANY,
By SAML. REA,
President.

[CORPORATE SEAL]
Attest:
J. TANEY WILLCOX,
Assistant Secretary.

PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY,
By CHARLES LANIER,
President.

[CORPORATE SEAL]
Attest:
R. M. COLEMAN,
Secretary.
Approved:
WM. S. OPDYKE,
General Counsel.
THOS. RODD,
Chief Engineer.

ILLINOIS TRUST AND SAVINGS BANK,
Trustee,
By JNO. J. MITCHELL,
President.

[CORPORATE SEAL]
Attest:
F. F. TAYLOR,
Assistant Secretary.
Approved:
J. C. HUTCHINS,
General Counsel.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Abner J. Stilwell, a Notary Public in and for the said County in the State aforesaid, do hereby certify that J. J. Turner, personally known to me to be the President of Chicago Union Station Company, a corporation, and W. G. White, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said corporation and

caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ninth day of July, A. D. 1915.

ABNER J. STILWELL,
Notary Public.

[SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, W. S. Burley, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Hale Holden, personally known to me to be the President of Chicago, Burlington & Quincy Railroad Company, a corporation, and H. E. Jarvis, personally known to me to be the Asst. Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Asst. Secretary, they signed and delivered the said instrument of writing as President and Asst. Secretary of said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of July, A. D. 1915.

W. S. BURLEY,
Notary Public.

[SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, W. D. Millard, a Notary Public in and for the said County in the State aforesaid, do hereby certify that A. J. Earling, personally known to me to be the President of Chicago, Milwaukee & St. Paul Railway Company, a corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such President of the said corporation, he signed and delivered the said instrument of writing, pursuant to authority given by the Board of Directors of the said corporation, as his free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of July, A. D. 1915.

W. D. MILLARD,
Notary Public.

[SEAL]

STATE OF ILLINOIS,
COUNTY OF COOK. } ss.

I, W. D. Millard, a Notary Public in and for the said County in the State aforesaid, do hereby certify that E. W. Adams, personally known to me to be the Secretary of Chicago, Milwaukee & St. Paul Railway Company, a corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, as such Secretary of the said corporation, he signed and delivered the said instrument of writing, and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as his free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of July, A. D. 1915.

W. D. MILLARD,
[SEAL] *Notary Public.*

STATE OF PENNSYLVANIA,
COUNTY OF ALLEGHENY. } ss.

I, F. A. Hannan, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Edw. B. Taylor, personally known to me to be Vice-President of The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company, a corporation, and J. L. Mason, personally known to me to be the Asst. Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice-President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice-President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of July, A. D. 1915.

F. A. HANNAN,
[SEAL] *Notary Public.*

My commission expires March 25, 1917.

STATE OF PENNSYLVANIA,
COUNTY OF ALLEGHENY. } ss.

I, F. A. Hannan, a Notary Public in and for the said County in the State aforesaid, do hereby certify that D. T. McCabe, personally known to me to be Vice-President of Pennsylvania Company, a corporation, and J. L. Mason, personally known to me to be the Assistant Secretary of

the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice-President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice-President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of July, A. D. 1915.

F. A. HANNAN,
Notary Public.

[SEAL]

My commission expires March 25, 1917.

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA. } SS.

I, Ernest H. Brown, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Samuel Rea, personally known to me to be the President of The Pennsylvania Railroad Company, a corporation, and J. Taney Willcox, personally known to me to be the Assistant Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Assistant Secretary, they signed and delivered the said instrument of writing as President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of July, A. D. 1915.

ERNEST H. BROWN,
Notary Public.

[SEAL]

Commission expires 21 February, 1919.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } SS.

I, John W. Truempy, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Charles Lanier, personally known to me to be the President of Pittsburgh, Fort Wayne and Chicago Railway Company, a corporation, and R. M. Coleman, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary,

they signed and delivered the said instrument of writing as President and Secretary of the said corporaiton and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of July, A. D. 1915.

JOHN W. TRUEMPY,
Notary Public.

[SEAL]

Notary Public, Kings County, No. 77
Certificate filed in New York County No. 21
New York County Register's No. 7045
My commission expires March 30, 1917.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Abner J. Stilwell, a Notary Public in and for the said County in the State aforesaid, do hereby certify that John J. Mitchell, personally known to me to be the President of Illinois Trust and Savings Bank, a corporation, and F. F. Taylor, personally known to me to be the Assistant Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument of writing as President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this fourth day of February, A. D. 1916.

ABNER J. STILWELL,
Notary Public.

[SEAL]

ST. CHARLES AIR LINE

The following is a description of this property:

From the west bank of the south branch of the Chicago River, near Sixteenth Street, thence easterly and northerly to a connection with the Illinois Central Railroad at the north line of Block Twenty-one (21) in the North West fractional quarter of Section Twenty-two (22), Township Thirty-nine (39) North, Range Fourteen East, near Twelfth (12th) Street, Chicago, a distance of seventy-one hundredths (0.71) miles.

It was originally authorized to be built in Twelfth Street, but that location was abandoned.

Construction was commenced in May, 1855, and it was completed and opened for traffic in May, 1856; the tracks were elevated in 1899.

The St. Charles Air Line is not a railroad company nor a corporation of any kind. It is simply a tract of land with railroad tracks thereon and a bridge over the south branch of the Chicago River, owned in fee simple jointly and as tenants in common by four railroad companies, viz., the Illinois Central, the Michigan Central, the Chicago, Burlington & Quincy, and the Chicago & North Western. The property is operated by the Illinois Central through a Superintendent.

It was originally projected in 1852 as a branch of the Illinois Central but, by the year 1855, its importance as a means of connecting these four roads for interchange of traffic became so apparent that they joined together in its construction, each company paying one-fourth of the cost, the principal motive at the time being to enable the Burlington Company and the North Western Company to secure access to the passenger station on the Lake front at the corner of Lake and Randolph Streets, which was being built by the Michigan Central and the Illinois Central jointly and was opened for business June 12, 1856.

This station was used by the North Western for about one year, and by the Burlington for twenty-five years, or until 1881.

Of date June 7, 1852, the City Council of Chicago passed a resolution reciting the fact that proceedings were then pending before it for location of the Illinois Central Railroad within its

limits, and that it was desirable that a branch from said railroad should be constructed from a point on the same at or near Twelfth Street, to the south branch of the Chicago River, and to such other points as may be stipulated between the City of Chicago and said Company; but, inasmuch as the right to build and operate such branch is not clearly conferred upon the company by its charter, the City Council united with the Illinois Central Railroad Company and petitioned the Legislature of Illinois to amend the charter of the said Railroad Company so as to confer upon it the power to construct and operate such branch.

Of date June 14, 1852, a City Ordinance was passed which granted the Illinois Central Railroad Company permission to construct and maintain its road within the city limits, and to locate and construct a line of road from Twelfth Street to, and across, the South branch of the Chicago River, and thence north to Kinzie Street. This Ordinance was embraced in, and became a part of, the contract or stipulation between the City of Chicago and the Illinois Central Railroad Company, dated March 28, 1853.

Of date June 22, 1852, the Legislature amended the charter of the Illinois Central Railroad Company and authorized it "to locate, construct and operate a lateral branch or track from its eastern branch, as now located at or near Twelfth Street, in the City of Chicago, to the south branch of the Chicago River, on such terms and conditions and in such manner as may be stipulated between the Common Council of said City of Chicago and the said Company."

Of date August 23, 1855, Mr. R. B. Mason, Engineer of the Illinois Central Railroad Company, petitioned the City of Chicago, reciting that by Section 4 of the Ordinance of June 14, 1852, permission was given to the Company to construct and maintain a side track from its main track, etc., reciting further, that the Company desires to construct such side track from its main track to the south branch without proceeding through Twelfth Street or any other street, but on a line 190 feet north of Sixteenth (formerly North Street) Street, for the reason that the proposed line would be nearly one-half mile farther from the business district of the city than Twelfth Street; and also, by procuring a right of way crossing the streets at right angles,

they would, as far as possible, obviate the objection of running through the streets and occupying the same for said tracks.

Of date August 27, 1855, the city passed a resolution prescribing that the said branch line should commence "at the south branch of the Chicago River, about 190 feet north of North Street, and proceeding thence easterly upon such land as the company may procure by purchase or otherwise, to, and intersect with, its main track upon the lake shore."

Of date February 16, 1865, the Legislature of Illinois legalized the ownership of the four railroads interested in the Air Line. This Act made it lawful for the four above named railroad companies "to own jointly and jointly to maintain and operate that piece of railroad situate in the City of Chicago and County of Cook, now constructed and used by them, extending from a point on the west bank of the south branch of the Chicago River, north and near Eighteenth Street, where their railroad bridge now crosses said branch, eastward to the junction with the Illinois Central Railroad at or near the roundhouse of the latter company, with authority jointly to own and maintain the said bridge across the said south branch of the Chicago River, and the right of way and land upon which said railroad is constructed, together with such side-tracks and other tracks forming connections with other railroads as now are, or may hereafter be, constructed and used by them in connection with said piece of railroad."

The land was acquired by the Illinois Central about the year 1855, the titles being originally taken in the names of George Sedgwick and John W. Brooks, for convenience, and who in turn conveyed them to the four railroad companies of date March 1, 1864, so that since said date the land, tracks, bridge and appurtenances have been held by each of the several owners as tenants in common, each owning an undivided one-fourth interest in the said property.

ORDINANCE, June 7, 1852

AN ORDINANCE to aid the Illinois Central Railroad Company to obtain an Amendment to their charter.

[Passed June 7, 1862.]

Be it ordained by the Common Council of the city of Chicago:

1. *City Joins with Company to Secure Branch Road.* Section 1. That the mayor be instructed to unite with the Illinois Central Railroad Company

in an application to the legislature of the state of Illinois, for such amendment or addition to the act incorporating said company as will confer upon it power to construct and operate such branch as may be stipulated for between the common council of the city of Chicago and the said company.

2. *Request to Representatives to Act.* Sec. 2. That the senators and representatives of the county of Cook, in the legislature, be respectfully requested to aid in carrying out the object of the foregoing section.

(Laws and Ordinances, Chicago, 1873, page 284)

ACT OF LEGISLATURE, June 22, 1852

AN ACT to amend the charter of the Illinois Central Railroad company.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly,* That the Illinois Central Railroad company be and is hereby empowered and authorized to locate, construct and operate a lateral branch or track from its eastern branch, as now located at or near Twelfth street in the city of Chicago, to the south branch of the Chicago river, on such terms and conditions and in such manner as may be stipulated between the common council of said city of Chicago and the said company.

APPROVED, June 22, 1852.

(Laws of Illinois Second Session 1852, page 139)

AGREEMENT AND ORDINANCE, granting right of way into the city of Chicago, to Illinois Central Railroad Co.

(Ordinance adopted 14 June, 1852)

(Agreement dated 28 March, 1853)

Agreement between the Common Council of the City of Chicago and the Illinois Central Railroad Company.

To all to whom these Presents shall come, Greeting:

Whereas, the Common Council of the City of Chicago, in the State of Illinois, under and by authority conferred by the laws of said State and the charter of said city, did, on the fourteenth day of June, in the year of our Lord one thousand eight hundred and fifty two, pass and adopt in due and legal manner and form, "an ordinance concerning the Illinois Central Railroad" in the words and figures hereinafter set forth or mentioned, as by reference to said ordinance or a copy thereof hereinafter contained, reference being had thereto, will more fully and at large appear.

And whereas, at a meeting of the Board of Directors of the said Illinois Central Railroad Company, held at the office of said Company in the city of New York, on the second day of September, in the year of our Lord one thousand eight hundred and fifty-two, in accordance with the several provisions of the Charter and By Laws of said company, the following proceedings were had, as appears by reference to the Records of said Company kept at their said office, that is to say:

"The President submitted a certified copy of the Resolution of the Common Council of Chicago, passed on the 14th day of June, 1852, granting permission to the Illinois Central Railroad Company to lay down, construct and maintain within the limits of the City of Chicago, and along the margin of the lake within and adjacent to the same, a railroad, with one or more tracks, and to operate the same with locomotive engines and cars, under certain rules and regulations, as follows:

AN ORDINANCE

Concerning the Illinois Central Railroad Company.

Be it ordained by the Common Council of the City of Chicago:

Section 1. That permission is hereby granted to the Illinois Central Railroad Company, to lay down, construct and maintain within the limits of the City of Chicago, and along the margin of the lake within and adjacent to the same, a railroad, with one or more tracks, and to operate the same with locomotive engines and cars, under such rules and regulations, with reference to speed of trains, the receipt, safe-keeping and delivery of freight, and arrangements for the accommodation and conveyance of passengers, not inconsistent with the public safety, as said company may from time to time establish, and to have the right of way and all powers incident to and necessary therefor, in the manner and upon the terms and conditions following, to wit: The said road shall enter said city at or near the intersection of its southern boundary with Lake Michigan, and following the shore on or near the margin of said lake northerly to the southern bounds of the open space known as Lake Park, in front of canal section fifteen, and continue northerly across the open space in front of said section fifteen to such grounds as the said company may acquire between the north line of Randolph street and the Chicago river, in the Fort Dearborn addition to said city, upon which said grounds shall be located the depot of said railroad within the city, and such other buildings, slips or apparatus as may be necessary and convenient for the business of said company. But it is expressly understood that the City of Chicago does not undertake to obtain for said company any right of way, or other right, privilege or easement, not now in the power of said city to grant or confer, or to assume any liability or responsibility for the acts of said company.

Sec. 2. The said company may enter upon and use in perpetuity for its said line of road, and other works necessary to protect the same from the lake, a width of three hundred feet, from the southern boundary of said public ground, near Twelfth street, to the northern line of Randolph street; the inner or west line of the ground to be used by said Company to be not less than four hundred feet east from the west line of Michigan avenue, and parallel thereto.

Sec. 3. The said company may extend their works and fill out into the lake to a point in the southern pier not less than four hundred feet west from the present east end of the same, thence parallel with Michigan avenue to the north line of Randolph street extended, but it is expressly understood

that the Common Council does not grant any right or privilege beyond the limits above specified, nor beyond the line that may be actually occupied by the works of said company. It is further expressly understood that, should any damage or obstruction occur to the harbor of Chicago, clearly traceable to the construction of said works contemplated by sections two and three hereof, then the said company shall be held responsible for the same.

Sec. 4. Permission and right of way are hereby given to the said company to construct and maintain a side track from its main track, beginning at or south of Twelfth street, proceeding through said street, or such line as may be prescribed by the Common Council, westerly to the south branch of the Chicago river; thence crossing the said south branch by a bridge, or other mode to be approved by the Common Council which shall not obstruct navigation; thence proceeding northerly to Kinzie street, following as far as practicable the streets nearest to said branch, on such sides of the center of streets as the Common Council may prescribe; said track not to be laid west of the west line of Canal street; and also a track leading from the last mentioned track at or near its intersection with the eastern line of the said south branch of the Chicago river, along the line of said south branch, into Market street, following, as far as possible, the streets nearest the river and on such sides of such streets as the Common Council may direct; thence along the west line of Market street northerly to Lake street; and they may also extend the track of said road from their track or grounds south of the south pier, across the Chicago river to North Water street by means of a drawbridge, or other mode which shall not obstruct navigation, and which may be approved by the Common Council.

Sec. 5. And the said tracks shall be so constructed, furnished and operated as to meet the demands of business upon the streets and lines through and along which they shall run. The said side tracks, stations, depots, turn outs, switches, turn tables, buildings and bridges along said lines, as well as the motive power to be used and the rate of speed thereon, to be subject to such regulations as the Common Council may from time to time prescribe for the government of side tracks of railroads within the inhabited portions of the city; said side tracks shall be open to the use of other railroad companies and railroads connecting therewith, upon just and equitable terms, to be agreed upon by the parties interested, and in case of disagreement, by arbitration.

Sec. 6. The said company shall erect and maintain on the western or inner line of the ground pointed out for its main track on the lake shore, as the same is hereinbefore defined, such suitable walls, fences or other sufficient works, as will prevent animals from straying upon or obstructing its tracks, and secure persons and property from danger, said structure to be of suitable materials and sightly appearance, and of such heights as the Common Council may direct, and no change therein shall be made except by mutual consent: *Provided*, however, that the company shall construct such suitable gates at proper places at the ends of the streets, which are now or may hereafter be laid out, as may be required by the Common

Council, to afford safe access to the lake: *And provided,* also, that in case of the construction of an outside harbor, streets may be laid out to approach the same, in the manner provided by law, in which case the Common Council may regulate the speed of locomotives and trains across them.

Sec. 7. The said company shall erect and complete within three years after they shall have accepted this ordinance, and shall forever thereafter maintain a continuous wall or structure of stone masonry, pier work or other sufficient material, of regular and sightly appearance, and not to exceed in height the general level of Michigan avenue, opposite thereto, from the north side of Randolph street to the southern bound of Lake Park before mentioned, at a distance of not more than three hundred feet east from and parallel with the western or inner line, pointed out for said company, as specified in section two hereof, and shall continue said works to the southern boundary of the city, at such distance outside of the track of said road as may be expedient, which structure and works shall be of sufficient strength and magnitude to protect the entire front of said city between the north line of Randolph street and its southern boundary from further damage or injury from the action of the waters of Lake Michigan, and that part of the structure south of Lake Park shall be commenced and prosecuted with all reasonable dispatch, after the acceptance of this ordinance.

Sec. 8. The said company shall not in any manner, nor for any purpose whatever, occupy, use or intrude upon the open ground known as Lake Pake, belonging to the City of Chicago, lying between Michigan avenue and the western or inner line before mentioned, except so far as the Common Council may consent, for the convenience of said company, while constructing or repairing the works in front of said ground.

Sec. 9. The said company shall erect no buildings between the north line of Randolph street and the south line of the said Lake Park, nor occupy nor use the works proposed to be constructed between these points, except for the passage of, or for making up or distributing their trains; nor place upon any part of their works between said points any obstruction to the view of the lake from the shore, nor suffer their locomotives, cars or other articles to remain upon their tracks, but only erect such works as are proper for the construction of their necessary tracks and protection of the same.

Sec. 10. The said company in constructing their said line of works in front of Lake Park and the public grounds, shall make and keep open, through the same, such culverts or ways as the Common Council shall prescribe, from the open lake to the space inside of the western line before mentioned, as will afford room for the uninterrupted flow of the water through the same.

Sec. 11. The said company shall lay down, construct, operate and maintain a track, with suitable turn-outs, switches and turn-tables through Twelfth street, or through such other street north of North street as the Common Council may designate, from their main track on the lake shore, to connect with the said tracks to be constructed by the Chicago and Rock

Island Railroad Company, or procure the same to be done, as provided by an ordinance of the City of Chicago, passed April 2, 1852, so soon as the said track on the east side of the south branch of the river shall be completed: *Provided*, that the City of Chicago shall furnish the right of way to the said company, free of cost, before requiring said track to be constructed.

Sec. 12. Upon the acceptance of this ordinance by the said company (which shall be within ninety days of the passing of the same) a contract or agreement embodying the provisions herein contained, and stipulating that the permission, rights and privileges hereby conferred upon said company shall depend upon the performance on their part of the requirements made upon them by this ordinance shall be executed, sealed and delivered on the part of the City of Chicago by the Mayor thereof, and on the part of the Illinois Central Railroad Company by the President thereof, both in usual legal form.

I, H. W. Zimmerman, Clerk of the City of Chicago, do hereby certify that the foregoing is a true copy of an ordinance passed by the Common Council of said City, on the 14th day of June, A. D. 1852.

Witness my hand and the Corporate Seal of said City, this 8th day of July, 1852.

[SEAL.] H. W. ZIMMERMAN,
Clerk.

The resolutions were read to the Board and separately considered, whereupon it was,

On motion,

Resolved, That the Illinois Central Railroad Company do hereby accept the ordinance of the Common Council of the City of Chicago, passed on the 14th day of June, 1852, and the officers of the company are hereby directed and empowered to prepare and duly execute, under the corporate seal of this corporation, the agreement or contract necessary for the proper execution of the provisions of the ordinance above named, and of the plans of this company, as authorized on the part of the City of Chicago, by the 12th section of the said ordinance.

On motion,

Resolved, That the Chicago location substantially as described in the ordinance of the Common Council of Chicago, be adopted, approved and confirmed, and that the necessary maps, drawings and descriptions be prepared by the Chief Engineer and duly certified by him and the other officers of the company, in order to file and record the same in the manner prescribed by law.

Now know ye, That this Agreement, made and concluded this twenty-eighth day of March, in the year of our Lord one thousand eight hundred and fifty three, by and between the Common Council of the City of Chicago, in the State of Illinois, of the first part, and The Illinois Central Railroad Company, a corporation created by an Act of the Legislature of the State of Illinois, of the second part, *Witnesseth*, That in consideration of the acceptance of the said ordinance, according to the terms and requirements thereof, as hereinbefore recited or set forth, and of the agreements and

matters herein contained, all and singular the permission, grants, conveyances, rights, privileges, easements, immunities, possession, franchises, exemptions, releases and benefits given and granted, or intended to be given and granted, by virtue of and according to the true intent and meaning of the said ordinance, hereinbefore recited and set forth, and made part of this agreement, are hereby confirmed and ratified and made forever binding upon the said City of Chicago, subject to the conditions and provisions in said ordinance contained and made part and parcel of this agreement.

And this Indenture further Witnesseth, That for and in consideration of the consent, grants, covenants and agreements on the part of the said City of Chicago, as aforesaid, made, entered into and concluded, and herein ratified and confirmed, the said Illinois Central Railroad Company do hereby covenant and agree to and with the said City of Chicago, and the Common Council thereof, that they do and will ratify and confirm all and singular the provisions, stipulations, covenants and agreements in said ordinance, and the said acceptance thereof, contained or provided for, and on their part to do and perform, according to the true intent and meaning thereof, all the things required to be done, by the terms of said ordinance, upon the acceptance thereof, in manner and form, and at the times and upon the conditions, and subject to the reservations and forfeitures therein contained, it being stipulated and agreed that the permission, rights and privileges conferred upon said party of the second part by said ordinance, and herein confirmed, shall depend upon the performance on the part of the said party of the second part, of the requirements made upon them by said ordinance as herein recited, set forth, ratified and confirmed.

And the said parties do hereby mutually and severally declare and affirm this agreement to be made in accordance with the terms of said ordinance, and the acceptance thereof as above recited and set forth, and for the purpose of confirming, ratifying and establishing the same as of binding and perpetual obligation between said contracting parties, hereby agreeing and covenanting each with the other to stand to, abide by, and to do and perform all the obligations therein contained according to the true intent, meaning and interpretation thereof, forever, subject to the limitations, restrictions and forfeitures therein contained.

In Witness Whereof, the Common Council of the City of Chicago in behalf of said City of Chicago, party of the first part, have caused their corporate seal to be hereto affixed, and these presents to be signed by Charles M. Gray, the Mayor of said city, and the Illinois Central Railroad Company, the said party of the second part, have caused their corporate seal to be hereunto affixed, and these presents to be signed by Robert Schuyler, their President, the day and year last above written.

Sealed and delivered in the presence of

[SEAL] CHARLES M. GRAY,
Mayor of the City of Chicago.

Attest: H. W. ZIMMERMAN, *City Clerk.*

[SEAL] The Illinois Central Railroad Company,
S. ALOFSEN. *By* ROBERT SCHUYLER,
MOSES B. MACLAY. *President.*

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. } ss.

I, Moses B. Maclay, of said City, a Commissioner of the State of Illinois in the City and State of New York, to take depositions, acknowledgments of deeds, etc., to be used or recorded in the State of Illinois, duly commissioned by His Excellency the Governor thereof and qualified, do hereby certify that on this twenty-eighth day of March, in the year 1853, before me, in the said City of New York, came Robert Schuyler, the President of the Illinois Central Railroad Company, with whom I am personally acquainted, and who being by me duly sworn, deposes and says, that he resides in the City of New York, that he is the President of the Illinois Central Railroad Company, that the seal affixed to the within agreement is the corporate seal of the President, Directors and Company of the said Railroad Company, and was affixed to the said agreement by order of said Directors for the uses therein expressed, and that he, by like order, did subscribe his name thereto as President of the said Illinois Central Railroad Company.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal of office, as such Commissioner, at my office in the City of New York, the said twenty-eighth day of March, A. D. 1853.

[SEAL] MOSES B. MACLAY,
Illinois Commissioner in the City of New York.

ORDINANCE, December 15, 1862

AN ORDINANCE concerning The Chicago, Burlington and Quincy Rail Road Company.

[Passed December 15, 1862.]

Be it ordained by the Common Council of the City of Chicago:

1. *Permission to Lay Tracks Granted.* Section 1. That permission and authority be, and is hereby, given to the Chicago, Burlington and Quincy railroad company to lay down, maintain and operate one or more railroad tracks, together with all such turn-outs, switches and turn tables as may be deemed necessary, on the alley next north of North street in said city, and on such lands as said company may acquire next south of and adjoining said alley, and in continuation of the same, from the south branch of the Chicago river to and across May street, and from May street, on such lands as it may acquire, to or near the point on the western limits of the city at which Evans street crosses said limits, with the right to cross all intervening streets.

2. *Additional Tracks Allowed, also Connections, etc.—Conditions.* Sec. 2. Said company is also hereby authorized to lay down, maintain and operate one or more railroad tracks, with such turn-outs and switches as they shall deem necessary, on any ground which they now own or may hereafter acquire by purchase, donation, condemnation or otherwise, from its depot grounds on North street, to South street, east of the east line of Stewart avenue, to Lumber street, and east of the east line of Lumber street, from its intersection with Stewart avenue to South street, and west of the south branch of

the Chicago river, and from the south branch of the Chicago river to Stinson street, on any lands it may acquire within one block on either side of South street, and from South street to the St. Charles and Mississippi Air-Line Railroad, on any lands it may acquire between Stinson street and Lisle or Reuben street, and to lay down, maintain and operate any such track or tracks and turn-outs across any street or streets and alleys within the district aforesaid, and also all such as may be necessary to the convenient use of any depot grounds the said company may now own or hereafter acquire in the vicinity of or adjoining said line of road, and the grounds of the Union track road as now laid between the said south branch of the Chicago river and the Illinois Central Railroad, and to form connections with it and other roads, and also to acquire and use all such depot grounds, and to erect thereon such buildings as said company may deem necessary for the convenient transaction of its business: *Provided*, that convenient crossings shall be made and maintained by said company, where such track or tracks cross any such street or alley, and proper warning tables shall be erected in conspicuous places at or near such crossings; said company shall be subject to all laws and ordinances that are now in force, or may hereafter be passed, to regulate railroads within the said city.

3. *Track in North Street Authorized.* Sec. 3. Said company is hereby authorized to lay down, maintain and operate a single railroad track in North street, and fifteen feet south of the north line thereof, from a point two hundred feet west of the west end of the freight depot of said company, on block forty-eight (48) in canal trustees' subdivision of the northwest quarter of section twenty-one (21) in township thirty-nine (39) north of range fourteen (14) east to the slip constructed in North street, at its intersection with the south branch of the Chicago river.

4. *Steam Power Authorized.* Sec. 4. Said company may use and operate said railroad tracks with locomotive engines and cars, under the regulations and rules with reference to speed, motive power and manner of running the same, as the common council of said city may, from time to time, impose and make.

5. *Company to Keep North street in Repair.* Sec. 5. Said company shall be required to keep that portion of North street, in which said track shall be laid, in good repair, and pay all damages said city may sustain by reason of suits or otherwise on account of the laying down and using said track, on said part of North street, as provided for by section three of this ordinance.

(Laws and Ordinances, Chicago, 1873, page 263)

ORDINANCE, August 8, 1853.

AN ORDINANCE to amend an ordinance in relation to the Chicago, St. Charles and Mississippi Air-line Railroad.

[Passed August 8, 1853]

Be it ordained by the Common Council of the city of Chicago:

5. *Permission to Lay Tracks Within Limits.* Section 1. That permission be, and is hereby, granted to the Chicago, St. Charles and Mississippi Air-line

Railroad Company to construct, maintain and operate in the west division of said city one or more railroad tracks upon any land south of Madison street or north of Lake street, and also any other railroad track within said city west of the west line of sections twenty (20), seventeen (17) and eight (8) which said company may procure by purchase or otherwise; and to lay down said track or tracks across any street within the boundaries above described, wherever any such street crosses their intended line of railroad; and also to construct and use all depots which may be necessary to accommodate the business of said company: *Provided*, that convenient crossings be made by said company where the said track or tracks cross the line of streets, and sufficient warning tables be erected in some conspicuous place at or near said crossings; said company to be subject to all laws and ordinances that are now in force or may hereafter be passed to regulate railroads within said city.

6. *Limit of Speed of Locomotives.* Sec. 2. Said company may run their trains by locomotives, within the limits herein described, at a speed not exceeding five miles per hour, subject to such ordinances as may, from time to time, be passed by the common council of said city establishing and regulating speed and motive power within said city.

7. *Right to Construct Bridge Across South Branch of Chicago River—Proviso.* Sec. 3. Said company may construct, maintain and use a railroad draw-bridge across the south branch of the Chicago river, at any point south of Twelfth street in said city, for the purpose of connecting their track with the track of any other railroad company, which may be approved by the common council: *Provided*, said bridge shall be so constructed as not materially to interrupt or impede the navigation of said south branch. And the said company may join any other railroad company in the erection and use of any railroad bridge heretofore authorized, or which may hereafter be authorized, to be constructed across said south branch, and the said company and any other railroad company may jointly use each other's track or tracks and bridge, and form material connection within said city, upon terms as may be agreed upon by the parties interested.

(Laws and Ordinances, Chicago, 1873, page 251)

LETTER FROM CITY ENGINEER OF CHICAGO

Of date, August 23, 1855, Mr. R. B. Mason then City Engineer addressed the following communication to the City Council.

"*To the Honorable, The Common Council of the City of Chicago:*

The Illinois Central Railroad Company respectfully represents that by the fourth section of an ordinance of the Common Council entitled: 'An Ordinance concerning the Illinois Central Railroad,' passed June 14, 1852, permission and right of way were given to said company to construct and maintain a side track from its main track, beginning at, or south of 12th street, and proceeding through said street, or such line as should be prescribed by the Common Council, westerly to the South branch of the Chicago River; thence crossing the said south branch by a bridge, or other mode to be approved by the Common Council, which should not obstruct navigation.

And the said Company further represent that they are desirous of constructing such side track from their main track to the said south branch, without proceeding through 12th street or any other street, but upon a line about 190 feet north of North street, for the reasons, first, that such proposed line will be nearly one-half mile further from the center of business in the City of Chicago than 12th street, and secondly, that by procuring the right of way, and crossing the streets at right angles, they will as far as possible obviate the objection to running through the streets and occupying the same for their said track.

The said Company therefore respectfully requests that the Common Council will, in pursuance of said ordinance, prescribe that the line of their said track shall commence at the south branch of the Chicago River, about 190 feet north of North street, and running thence easterly upon such land as said Company may procure by purchase or otherwise, to, and intersect with their main track upon the lake shore.

And the said Company further represent that they desire to propose to cross the said south branch at a point about 190 feet north of North street, by a swing bridge, which shall be so constructed and used as not to obstruct the navigation of the river, and they respectfully request the Common Council to approve of such place and mode of crossing the river.

R. B. MASON,

Chicago, August 23, 1855 *Engineer.*''

CHICAGO CITY ORDINANCE OF 1855

Of date August 27, 1855, the City Council passed the following ordinance:—

''*Whereas,* by the fourth section of an ordinance of the Common Council, passed June 14, 1852, permission and right of way were given to the Illinois Central Railroad Company to construct and maintain a sidetrack from its main track, beginning at or south of Twelfth street, and proceeding through said street, on such line as might be prescribed by the Common Council, westerly to the south branch of the Chicago River; thence crossing the said south branch by a bridge or other mode to be approved by the Common Council, which should not obstruct navigation.

And, whereas, the said Company has petitioned that the Common Council would prescribe the line of such side track and approve of the place and mode of crossing the said south branch by a swinging bridge which shall not obstruct navigation, as proposed by said Company.

Therefore, resolved, that the following be and hereby is designated and prescribed as the line for such sidetrack: Commencing at the south branch of the Chicago River about one hundred and ninety feet north of North street, and proceeding thence easterly upon such land as the Company may procure, by purchase or otherwise, to and intersect with its main track upon the lake shore.

Resolved, further, that the Common Council do hereby approve of the place and mode proposed by said Company of crossing the south branch of the Chicago River, at a point about one hundred and ninety feet north

of North street by a bridge turning upon its center and leaving an opening of at least sixty feet in the clear on each side of the bridge when open, which shall be so constructed and used as not to obstruct the navigation of the river.

Provided, however, and it is expressly understood, that the City of Chicago does not assume any liability or responsibility for the acts of said Company in obtaining the right of way, or in constructing or using the said sidetrack or bridge.''

Passed August 27, 1855.

Copies of the land deeds and leases and operating agreements, and details of the track elevation which was completed in June 1899 at a cost of $365,486.70 are set forth in full in a pamphlet issued April 26, 1902.

QUIT CLAIM DEED, March 1, 1864 George Sedgwick et ux to Michigan Central Railroad Company, Illinois Central Railroad Company, The Chicago, Burlington and Quincy Rail Road Company and Galena and Chicago Union Railroad Company

This Indenture, made the first day of March, in the year of our Lord one thousand eight hundred and sixty-four, between George Sedgwick and Martha P. Sedgwick, his wife, of Chicago, in the County of Cook and State of Illinois, parties of the first part, and the Michigan Central Railroad Company, the Illinois Central Railroad Company, the Chicago, Burlington and Quincy Railroad Company, and the Galena and Chicago Union Railroad Company, parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of $40,000 in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, and the said parties of the second part forever released and discharged therefrom, have remised, released, sold, conveyed and quitclaimed, and by these presents do remise, release, sell, convey and quitclaim unto the said party of the second part and their assigns forever, all the right, title, interest, claim and demand, which the said parties of the first part have in and to the following described lots, pieces or parcels of land, to-wit:

The North thirty feet of block thirty-five, and lot one, in block thirty-six, in Assessor's Subdivision of the northeast quarter of section twenty-one, in township thirty-nine north, of range 14 east, being a strip of land thirty feet wide from the south branch of the Chicago River, extending east to lot forty-two, in Wilder's South Addition; also forty-two, nineteen and twelve, in Wilder's South Addition; also lots five and six, in block twenty-six; lots five and six, in block twenty-seven, and lot six, in block twenty-eight, in Assessor's Subdivision of the north west fractional quarter of section twenty-two, in township thirty-nine north, of range fourteen east; also all that part of lots three, four and five, in block twenty-eight; lots one, two and three, in block twenty-nine, and lot two, in block twenty-one, in Assessor's Subdivision, and lot seven, in Maher's Subdivision of the northwest fractional quarter of section twenty-two, in township thirty-nine north, of range fourteen east, which is described as follows, to-wit: A strip of land ten feet wide on the south and east sides and thirty feet wide on

the north and west sides of the center line of the main track of the St. Charles Air Line Railroad Extension (so-called), as the same is now laid down and used over and across said premises.

To have and to hold the same, together with all and singular, the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining; and all the estate, right, title, interest and claim whatever, of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, and their assigns forever.

For the purposes of a railroad—called the St. Charles Air Line Extension—to be occupied, used and operated by and under the direction, management and control of the said parties of the second part. But this instrument is intended and declared to be an absolute conveyance of the premises, and no contingent or reversionary interest is reserved by the grantors in case the premises should for any reason cease to be used for the purpose of a railroad as contemplated by this grant.

In witness whereof, the said party of the first part hereunto set hand and seal the day and year first above written.

GEO. SEDGWICK [SEAL]
MARTHA P. SEDGWICK [SEAL]

Signed, sealed and delivered in the presence of.....

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

I, Lambert C. Hall, in the City of Chicago, in said County, in the State aforesaid, do hereby certify, that George Sedgwick personally known to me to be the same person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing, as his free and voluntary act, for the uses and purposes therein set forth.

And the said Martha P. Sedgwick, wife of the said George Sedgwick, having been by me examined separate and apart, and out of the hearing of her husband, and the contents and meaning of the said deed having been by me made known and fully explained to her, acknowledged that she had freely and voluntarily executed the same, and relinquished her dower, and all right, title and interest to the lands and tenements therein mentioned, and expressly waived and released all right, claim, benefit, privilege, adventage and exemption under any and all homestead exemption laws, so called, without the compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and notarial seal this first day of March, A. D. 1864.

[SEAL] L. C. HALL,
Notary Public.

[U. S. Internal Revenue Stamps for $40 affixed and cancelled.]

Recorded as follows:

25 November, 1868, book 486 of deeds, page 429.
18 August, 1874, book 426 of records, page 194.
21 October, 1876, book 725 of records, page 48.

QUIT CLAIM DEED, March 1, 1864, John W. Brooks et ux to The Chicago, Burlington and Quincy Rail Road Company, Illinois Central Railroad Company, Galena and Chicago Union Railroad Company and Michigan Central Railroad Company.

This Indenture, made the first day of March in the year of our Lord one thousand eight hundred and sixty four between John W. Brooks of Milton, County of Norfolk, and State of Massachusetts, and Charlotte L., his wife, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, the Illinois Central Rail Road Company,—the Galena and Chicago Union Rail Road Company, and the Michigan Central Rail Road Company, parties of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of six thousand dollars in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has bargained, sold, remised, released and quit-claimed, and by these presents does bargain, sell, remise, release and quitclaim unto the said parties of the second part, and to their assigns forever, all the following described tract or parcel of land situated in the City of Chicago, in the County of Cook, and State of Illinois, known, bounded and described as follows, to-wit: Being a strip of land about one hundred and sixty feet long and forty feet wide; that is to say, said strip is ten feet on the east side and thirty feet wide on the west side of the center line of the track of the St. Charles Air Line Rail Road (so called) as the same is now laid down and used over and across lots numbered one, two, three, four, five and six, in block numbered twenty-two, in Assessor's Subdivision of the north west fractional quarter of section twenty-two, in township thirty-nine north, range fourteen east, together with the appurtenances thereunto belonging.

To have and to hold the same premises unto the said parties of the second part and their assigns to the sole and only proper use and benefit of the said parties of the second part and their assigns forever, for the purposes of the said St. Charles Air Line Railroad to be used, occupied and operated by and under the direction, control and management of the said parties of the second part.

In witness whereof the parties of the first part have hereunto set their hands and seals on the day and year first above written.

J. W. BROOKS [SEAL]
C. L. BROOKS [SEAL]

In presence of
JOHN F. SKINNER,
GEO. T. ANGELL,
to both.

STATE OF MASSACHUSETTS,
COUNTY OF SUFFOLK. } SS.
CITY OF BOSTON.

Be it remembered, that on this fifteenth day of April, A. D. one thousand eight hundred and sixty four, in the City and County aforesaid, before me,

Geo. T. Angell, a Commissioner, residing in said County, duly appointed and commissioned by the Governor of the State of Illinois, to take depositions, affidavits, and the acknowledgment and proof of the execution of deeds and other instruments in writing under seal, to be used or recorded in said State of Illinois, also a Notary Public in and for the County of Suffolk, personally appeared, John W. Brooks and Charlotte L. Brooks, his wife, who are personally known to me to be the persons whose names are subscribed to the foregoing deed as having executed the same, and acknowledged that they had executed the same for uses and purposes therein expressed. And the said Charlotte L. Brooks, wife of the said John W. Brooks, being of lawful age and having been by me separate and apart from her said husband, examined and the contents of said deed fully made known and explained to her, acknowledged that she had executed the same, and relinquished her dower to the lands and tenements therein mentioned, voluntarily and without compulsion of her said husband. *In witness whereof,* I have hereunto set my hand and official seals as Commissioner of Illinois and Notary Public in said Suffolk, as said Boston, this April 15th, A. D. 1864.

[SEAL] GEO. T. ANGELL,

Commissioner of Illinois and Notary Public in Boston.

Recorded as follows:

18 April, 1865. Book 305 of deeds, page 376.
13 August, 1874. Book 426 of records, page 196.
21 October, 1876. Book 571 of records, page 276.

ACT OF LEGISLATURE

Approved February 16, 1865.

The St. Charles Air Line.

AN ACT to enable the Illinois Central Railroad Company, the Chicago, Burlington and Quincy Railroad Company, the Michigan Central Railroad Company, and the Chicago and Northwestern (late the Galena and Chicago Union) Railroad Company, to own, jointly, a certain piece of railroad in the city of Chicago.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That it shall be competent and lawful for the Michigan Central Railroad Company, the Chicago, Burlington and Quincy Railroad Company, the Chicago and Northwestern (late the Galena and Chicago Union) Railroad Company, and the Illinois Central Railroad Company, and their respective successors, to own jointly, and jointly to maintain and operate that piece of railroad, situate in the city of Chicago, and county of Cook, now constructed and used by them, extending from a point on the west bank of the south branch of the Chicago river, north and near Eighteenth street, where their railroad bridge now crosses said branch, eastward to the junction with the Illinois Central Railroad, at or near the round-house of the latter company, with authority jointly to own and maintain the said bridge across the said south branch of the Chicago river,

and the right of way and land upon which said railroad is constructed, together with such side tracks and other tracks forming connections with other railroads, as now are or may hereafter be constructed and used by them in connection with said piece of railroad.

§ 2. This act to take effect and be in force from and after its passage.

APPROVED February 16, 1865.

Private Laws Illinois 1865, Vol. 2, Page 171.

ELEVATION ORDINANCE. Passed May 17, 1897. Approved May 22, 1897. An ordinance of the City of Chicago

Requiring the elevation of the tracks of the St. Charles Air Line Railroad within certain limits, and requiring the Chicago, Madison and Northern Railroad Company, the Atchison, Topeka and Santa Fe Railway Company, the Chicago and Western Indiana Railroad Company, The Lake Shore and Michigan Southern Railway Company, the Chicago, Rock Island and Pacific Railway Company, the Chicago, Alton and St. Louis Railroad Company, respectively, to change certain of their tracks within the City of Chicago, in order to eliminate grade crossings of the Chicago and Western Indiana Railroad and Atchison, Topeka and Santa Fe Railway with Lake Shore and Michigan Southern Railway and the Chicago, Rock Island and Pacific Railway Companies.

Be it ordained by the City Council of the City of Chicago:

SECTION 1. That the Illinois Central Railroad Company, the Michigan Central Railroad Company, the Chicago and North-Western Railway Company, and the Chicago, Burlington and Quincy Railroad Company, proprietors of a certain railroad in the City of Chicago, commonly called the St. Charles Air Line, which extends from its connection with the Illinois Central Railroad north of and near 16th Street westerly to and across the South Branch of the Chicago River, and the Chicago, Madison and Northern Railroad Company, the Atchison, Topeka and Santa Fe Railway Company, the Chicago and Western Indiana Railroad Company, the Lake Shore and Michigan Southern Railway Company, the Chicago, Rock Island and Pacific Railway Company, and the Chicago, Alton and St. Louis Railroad Company are all hereby ordered and required to change the plane of certain of their tracks; the tracks of St. Charles Air Line Railroad, the Chicago, Madison and Northern Railroad Company, the Lake Shore and Michigan Southern Railway Company, the Chicago, Rock Island and Pacific Railway Company, and the Chicago Alton and St. Louis Railroad Company are to be elevated, while the tracks of the Chicago and Western Indiana Railroad Company and Atchison, Topeka and Santa Fe Railway Company are to be depressed, within certain limits, in manner and upon the same conditions hereinafter specified; that is to say:

Paragraph 1. The proprietors of the St. Charles Air Line Railroad are required to begin elevation at a point on the existing tracks of the Illinois Central Railroad, near what is known as Park Row Station of said railroad; from this initial point said elevated roadbed and tracks of the said St.

Charles Air Line shall rise on any suitable gradient for a distance of about 1,860 feet, where an elevation of not less than 29.10 feet above city datum shall be attained; thence shall continue at the same elevation, curving to the right for a distance of 800 feet, more or less, to the east line of Indiana Avenue; thence said elevated roadbed and tracks shall continue on a level grade and in a westerly direction to a point about on the west line of Wabash Avenue, where an elevation of not less than 29.10 feet above the city datum shall be attained; thence said elevated roadbed and tracks shall continue on a descending gradient of about forty-four hundredths of one per centum and in a westerly direction for a distance of about 820 feet to the west line of Dearborn Street, where an elevation of not less than 25.5 feet above city datum shall be attained; thence by deflecting line of said St. Charles Air Line Railroad to the south by a reverse curve on a descending gradient of about forty-four hundredths of one per centum for a distance of about 425 feet to the west line of South Clark Street, where an elevation of not less than 23.50 feet shall be attained and crossing said South Clark Street at a distance of about 85 feet south of its present crossing; thence said elevated roadbed and tracks shall continue on a descending gradient in a northwesterly direction for a distance of about 65 feet to the most easterly track of the Lake Shore and Michigan Southern Railway, where the elevation shall be 23.1 feet above city datum; thence said elevated road bed and tracks shall continue curving in a northwesterly direction on a descending gradient for a distance of about 270 feet to a point about 10 feet west of the most westerly track of the Chicago and Western Indiana Railroad, where the elevation of said St. Charles Air Line shall not be less than 21.50 feet above city datum, as it shall be located when the proposed change of line and depression of tracks are made as hereinafter mentioned; said last mentioned course to cross at a grade the tracks of the Lake Shore and Michigan Southern Railway Company, the Chicago, Rock Island and Pacific Railway Company, and the Chicago, Alton and St. Louis connection to said last mentioned railway companies, and to cross over the proposed depressed tracks of the Atchison, Topeka and Santa Fe Railway Company and the Chicago and Western Indiana Railroad. Thence said elevated roadbed and tracks of the said St. Charles Air Line Railroad shall proceed in a westerly direction and shall descend on the most suitable gradient to permit the connection of the said tracks with the existing tracks of the Chicago and Northwestern Railway Company, and the Chicago, Burlington and Quincy Railroad Company, east of the tracks of the Pittsburgh, Fort Wayne and Chicago Railway in Stewart Avenue.

Paragraph 2. From a point near center line of South Clark Street, and on the proposed elevated roadbed and tracks of the said St. Charles Air Line Railroad, the roadbed and tracks of the Chicago, Madison and Northern Railroad Company shall be elevated and diverge to the south from said elevated roadbed and tracks of the said St. Charles Air Line, the said elevated roadbed and tracks of the said Chicago, Madison and Northern Railroad Company shall continue in a westerly and southern direction and on a descending gradient to a point about 10 feet west of the most westerly track of the said Atchison, Topeka and Santa Fe Railway, as it shall be

located about 30 feet north of its present location, when the proposed change of line and depression of the Atchison, Topeka and Santa Fe tracks will have been made as hereinafter provided; the elevation of the said elevated roadbed and tracks of the Chicago, Madison and Northern Railroad Company at said last mentioned point shall not be less than 21.50 feet above city datum; said last mentioned course to cross at grade the main tracks of the Lake Shore and Michigan Southern Railway Company and Chicago, Rock Island and Pacific Railway Company, the switching tracks of the Lake Shore and Michigan Southern Railway and the tracks connecting the said St. Charles Air Line Railroad with the Lake Shore and Michigan Southern railway and the Chicago, Rock Island and Pacific Railway tracks; and to cross over the proposed depressed tracks of the Atchison, Topeka and Santa Fe Railway as hereinafter provided; thence in a southerly direction from said last mentioned point, said elevated roadbed and tracks of the said Chicago, Madison and Northern Railroad Company shall descend on the most suitable gradient to permit a connection with the existing roadbed and tracks of said Company at the most desirable point at or north of the 18th Street viaduct.

Paragraph 3. From the most desirable point on the existing tracks of the Lake Shore and Michigan Southern Railway Company and the Chicago, Rock Island and Pacific Railway Company, the tracks of said Railway Companies shall rise on the most suitable gradient convenient and practicable to said Companies to a point about 15 feet north of the northwesterly track of the said Chicago and Western Indiana Railroad Company, as it shall be located about 15 feet north of its present location when the proposed change of line and depression of said Chicago and Western Indiana Railroad tracks will have been made; the elevation of the proposed elevated roadbed and tracks of the Lake Shore and Michigan Southern Railway Company and the Chicago, Rock Island and Pacific Railway Company at said last mentioned point shall not be less than 21.50 feet above city datum; thence said elevated roadbed and tracks of said Lake Shore and Michigan Southern Railway Company and Chicago, Rock Island and Pacific Railway Company shall continue in a southerly direction and on an ascending gradient for a distance of about 260 feet to a point where the elevation of said elevated roadbed and tracks shall be not less than 23.10 feet above city datum, which point is at the crossing of said tracks with the tracks of the said St. Charles Air Line Railroad and Chicago, Madison and Northern Railroad as they shall be located as herein provided; thence said elevated roadbed and tracks shall continue in a southerly direction, and they shall descend on a gradient of about two tenths of one percentum for a distance of about 940 feet to a point about on the south line of 18th street, where an elevation of not less than 21.70 feet above city datum shall be attained. Thence said elevated roadbed and tracks shall continue in a southerly direction, and shall descend to intersect the plane of the now elevated roadbed and tracks of said Companies at a point not further north than 50 feet north of the north line of Archer Avenue, as provided in an ordinance dated and passed July 9th, A. D. 1894.

Paragraph 4. From a point about 400 feet northeasterly of the intersection of 15th and Dearborn Streets, or from such other point as may be most convenient for said Company, on the plane of the existing tracks of the Atchison, Topeka and Santa Fe Railway Company, the tracks of said Railway Company shall be depressed on the most suitable gradient convenient and practicable to said Company, to a point about 10 feet east of the east line of South Clark Street, where the elevation of the most southerly of said depressed tracks shall not be more than 3.0 feet above city datum, as they shall be located when the proposed change of line and depression of said Atchison, Topeka and Santa Fe Railway tracks will have been made; thence in a southwesterly direction from said last mentioned point and on a level gradient across South Clark Street to a point about ten feet west of Clark Street; thence said depressed tracks of the said Atchison, Topeka and Santa Fe Railway Company shall rise on an ascending gradient to a point about ten feet south of the most southerly elevated tracks of the Chicago, Madison and Northern Railroad Company, where an elevation not exceeding four feet above city datum may be attained, and crossing in the last two mentioned courses under South Clark Street proposed viaduct, and under the proposed elevated tracks of the Lake Shore and Michigan Southern Railway Company and the Chicago, Rock Island and Pacific Railway Company, the St. Charles Air Line, the Chicago, Alton and St. Louis connection, and the tracks of the Chicago, Madison and Northern Railroad Company, as hereinbefore described; thence said depressed tracks of said Atchison, Topeka and Santa Fe Railway Company shall continue in a southerly direction and shall rise on the most suitable gradient convenient and practicable to said Company to a connection with the present tracks of the said Atchison, Topeka and Santa Fe Railway Company. Provided, that the grade of Dearborn Street and the grade of 15th Street shall be changed and depressed to the same plane as said Santa Fe tracks shall be changed and depressed where the said tracks shall cross said streets.

Paragraph 5. From a point about 375 feet north of the north line of 15th Street, or from such other point as may be most convenient for said Company, on the plane of the existing tracks of the Chicago and Western Indiana Railroad Company, the tracks of said Railroad Company shall be depressed on the most suitable gradient convenient and practicable to said Company to a point about 10 feet east of the east line of South Clark Street, where the elevation of the north main track of said depressed tracks shall not be more than 4 feet above city datum, as they shall be located about 15 feet north of and parallel with their present location when the proposed change of line and depression of said Chicago and Western Indiana Railroad tracks shall have been made; thence said depressed tracks shall continue and in a southwesterly direction from said last mentioned point and on a level grade to a point about 10 feet south of the most southerly proposed elevated Y tracks connecting the St. Charles Air Line with the Lake Shore and Michigan Southern Railway and the Chicago, Rock Island and Pacific Railway, and crossing in said last mentioned course under South Clark Street proposed viaduct and under the proposed elevated tracks of the Lake Shore and Michigan Southern Railway Company and Chicago, Rock Island

and Pacific Railway Company, and also under the proposed elevated tracks of the St. Charles Air Line Railroad and said Y tracks; thence said depressed tracks of the said Chicago and Western Indiana Railroad shall continue in a southerly direction, and they shall rise on the most suitable gradient convenient and practicable to said Company to a connection with the present tracks of the said Chicago and Western Indiana Railroad Company.

Paragraph 6. From a point on the proposed elevated connecting switching track of the Lake Shore and Michigan Southern Railway Company immediately west of the main track of the Chicago, Rock Island and Pacific Railway Company, and about 10 feet south of the most easterly track of the Atchison, Topeka and Santa Fe Railway Company where the same crosses underneath the said connecting switching track of said Lake Shore and Michigan Southern Railway Company; and where the proposed elevated roadbed and tracks of the Chicago Alton and St. Louis Railroad Company diverges to the west from said last mentioned point, the said elevated roadbed and tracks of said railway company shall continue in a southwesterly direction on a descending gradient of about three-tenths of one percentum for a distance of about 325 feet to a point where the elevation of the proposed elevated roadbed and tracks shall not be less than 21.5 feet above city datum, and about 10 feet west of the most westerly track of the Atchison, Topeka and Santa Fe Railway Company, as they shall be located and depressed as hereinbefore described; and crossing in said last mentioned course at grade the proposed elevated roadbed and tracks of the said St. Charles Air Line Railroad, and crossing over and above the said depressed tracks of the Atchison, Topeka and Santa Fe Railway Company; thence said elevated roadbed and tracks of the Chicago, Alton and St. Louis Railroad Company shall continue in a southerly direction, and they shall descend on the most suitable, convenient and practicable gradient to said Railway Company, to interest the present plane of the existing tracks of said Chicago, Alton and St. Louis Railroad Company at a point about 55 feet southwesterly of the center of 18th Street viaduct.

Paragraph 7. In consideration of the benefits accruing to the City of Chicago by the performance of the work herein specified to be done by the Lake Shore and Michigan Southern Railway Company, said Company is hereby granted the right to maintain its present six tracks from 16th Street to 18th Street, between La Salle Street and Wentworth Avenue, and to elevate them to the level herein specified for the main tracks of said Company, between 16th Street and 18th Street. Also to cross the 18th Street subway with one or more tracks on suitable bridges between La Salle Street and Wentworth Avenue, and to cross 19th Street, between La Salle Street and Wentworth Avenue, with six tracks at such elevation above the present grade of said 19th Street as said Railway Company may desire. Also to lay and maintain, between 19th and 20th Streets, a track from its main tracks to and connecting with the said tracks between La Salle Street and Wentworth Avenue. That so much and such parts of 16th Street, 17th Street and 19th Street as lie between the east line of the right of way of

the Lake Shore and Michigan Southern Railway Company and the Chicago, Rock Island and Pacific Railway Company and the east line of Wentworth Avenue, be and the same are hereby vacated. The right is also granted to said Railway Company to make such changes in the grade of La Salle Street, between 16th and 20th Streets, as may be necessary to afford safe and convenient access to the property and tracks of said Company after the same shall have been elevated as herein provided.

Permission is also hereby granted to the Lake Shore and Michigan Southern Railway Company to elevate its tracks leading to its yard, lying between 16th and 18th Streets, and to make such changes in the location of said tracks as said Company may deem necessary.

Permission is also hereby granted to the Lake Shore and Michigan Southern Railway Company and to the Chicago, Rock Island and Pacific Railway Company to elevate the two "Y" tracks of said St. Charles Air Line, and to make such changes in their location as said Companies may deem necessary.

Paragraph 8. Permission and authority are hereby granted the Chicago, Madison and Northern Railroad Company to change the easterly connection of that railroad with the St. Charles Air Line Railroad, from the location hereinbefore mentioned in Section 1, Paragraph 2, to any desirable point west of State Street on the proposed elevated track of said St. Charles Air Line, and to have the privilege of using and maintaining the most convenient and practicable gradient to enable said Chicago, Madison and Northern Railroad Company to cross above and over the tracks of the Lake Shore and Michigan Southern Railway Company and Chicago, Rock Island and Pacific Railway Company, thereby eliminating the grade crossing of these railroads as provided in this ordinance.

Paragraph 9. Nothing in this ordinance shall prevent the various companies owning the tracks mentioned herein from changing the location of said tracks by the mutual agreement of those interested as they may deem necessary, provided that no change of location shall be made that will prevent the separation of the grades of said tracks as contemplated in this ordinance.

The railway companies named in this ordinance are hereby authorized to make such changes in the position and alignment of their respective tracks and switch connections as may be desirable to carry out the provisions of this ordinance.

Paragraph 10. All elevations of railroad tracks mentioned in this ordinance shall refer to the top of the rail.

SECTION 2. The elevated or depressed road beds of said railways, as provided for in this ordinance, may be wide enough to provide for two main tracks for each and every roadbed herein named, together with such additional main tracks, side tracks and switches as shall be deemed necessary by the proprietors or corporations of said railroads, provided that at no time shall the St. Charles Air Line and the proprietors thereof, and the Chicago, Madison and Northern Railroad, together, construct and operate more than four tracks east of Clark Street, and where the said tracks

are elevated they shall be supported and carried (except at the intersection of such public streets, avenues and alleys as are by the terms of this ordinance to be provided with subways, upon a superstructure of steel, or iron trestle work, or upon a solid embankment of earth, or other material, as may be preferred by said proprietors or corporations. Such unoccupied spaces, or areas, outside the boundary lines of the intersecting streets, avenues and alleys as may be left beneath said elevated structure, may be used by the owners thereof for any lawful purpose. In case said Railroad Companies, or any of them, required by this ordinance to elevate their tracks, respectively, shall use an embankment of earth or stone, or other material, instead of steel or iron structural work, the side slopes and lateral dimensions of said embankment will be determined by the natural angle of repose of the embankment material used; but whenever it may become necessary for the purpose of keeping said embankments entirely within the lines of the right of way of said Railway Company, such embankments shall be confined between retaining walls of stone or brick masonry or concrete. If such retaining walls shall be less than five (5) feet high, the same shall be surmounted by a substantial iron picket fence of such height and strength as to effectually prevent all persons from trespassing upon the elevated tracks of said Companies, respectively. In case said Railroad Companies, or any of them, are required by this ordinance to depress their tracks, then said tracks shall be protected by retaining walls of brick, stone or concrete, surmounted by substantial iron picket fence of such height and strength as to effectually prevent all persons from trespassing upon the depressed roadbed and tracks of said Companies, respectively.

SECTION 3. The said elevated tracks shall be carried across all intersecting streets, avenues and alleys, which, by the terms of this ordinance, are to be provided with subways, on suitable bridges of one, two or three spans, whose superstructure shall consist of iron or steel main girders, with iron or steel main floor, or ordinary track stringers; but should the latter method be adopted, some suitable device shall be provided to prevent storm water, dirt, oil and other substances from dropping from such elevated structure upon the subways beneath. The said bridges shall be supported on abutments of concrete, stone or brick masonry, or on rows of iron or steel columns, braced together laterally and erected on and anchored to masonry foundations, constructed within the lines of the railroad right of way and in the curb lines of the intersecting avenues and streets.

SECTION 4. Paragraph 1. At the point where the said St. Charles Air Line Railroad is intersected and crossed by Indiana Avenue, Michigan Avenue, Wabash Avenue, South State Street, Dearborn Street, South Clark Street, and all intervening alleys, subways shall be constructed passing beneath said elevated tracks, and such subways shall conform to the descriptions, specifications, dimensions and other particulars contained in schedules set forth and embodied in Section 4a of this ordinance, and subways shall be constructed beneath the said elevated tracks of the Lake Shore and Michigan Southern Railway Company and the Chicago, Rock Island and Pacific Railway Company, where said elevated tracks are crossed by 18th Street; and said subways shall conform to the description, specifications, dimensions

and other particulars contained in the schedules set forth and embodied in Section 4a of this ordinance.

Paragraph 2. At the point where the Atchison, Topeka and Santa Fe Railway Company's tracks and the tracks of the Chicago and Western Indiana Railroad Company cross South Clark Street, a viaduct shall be constructed, passing over and above said depressed tracks, and such viaduct shall conform to the descriptions, specifications, dimensions and other particulars contained in the schedules set forth and embodied in Section 4a of this ordinance.

SECTION 4a. The several subways, viaducts and alley openings hereinbefore referred to in Section 4 of this ordinance, and which shall be constructed in accordance with the elevation upon which such tracks are to be placed, shall, as to their size and dimensions, locations and other details, be in accordance with the following schedule:

Subway in Indiana Avenue, 66 Feet Wide. Under the St. Charles Air Line.

There shall be no depression of street.
Width between walls, 66 feet.
Width of roadway, 38 feet.
Width of sidewalks, 14 feet.
Clear headroom, 14 feet.

Two lines of posts may be placed in said subway at curb lines and inside thereof to support girders.

Subway in Michigan Avenue, 100 Feet Wide. Under the St. Charles Air Line. According to South Park Commissioners' Specifications.

Clear headroom, 14 feet.

Said subway shall be constructed of such dimensions and according to such plans as may be agreed upon between the South Park Commissioners and the St. Charles Air Line. There shall be no depression of street.

Subway in Wabash Avenue, 100 Feet Wide. Under the St. Charles Air Line.

There shall be no depression of street.
Width between walls, 100 feet.
Width of roadway, 50 feet.
Width of sidewalks, 25 feet.
Clear headroom, 14 feet.

Two lines of posts may be placed in said subway at curb lines and inside thereof to support girders.

Subway in South State Street, 100 Feet Wide. Under the St. Charles Air Line.

There shall be no depression of street.
Width between walls, 100 feet.
Width of roadway, 60 feet.
Width of sidewalks, 20 feet.

Clear headroom, 13 feet.

Two lines of posts may be placed in said subway at curb lines and inside thereof to support girders.

Subway in Dearborn Street, 66 Feet Wide. Under the St. Charles Air Line.

There shall be no depression of street.

Width between walls, 66 feet.

Width of roadway, 38 feet.

Width of sidewalk, 14 feet.

Clear headroom, 12 feet.

Two lines of posts may be placed in said subway at curb lines and inside thereof to support girders.

Subways at each of the four alleys, respectively, running north and south and crossing said St. Charles Air Line, between Indiana avenue and Dearborn street.

Width of subway shall be clear full width of each alley.

Clear headroom shall be 14 feet, except as to the westernmost alley, which shall have 12 feet clear headroom.

There shall be no depression of any alley below present grade.

Subway in South Clark Street, 80 Feet Wide. Under the St. Charles Air Line.

Depression of street shall not exceed 1.6 feet where the wagon roadway is to be depressed; also the depression of street shall not exceed 3.1 feet where the street railway tracks are to be depressed, making the elevation of floor of roadway not less than 10.0 feet above city datum, and the elevation of top of rails of street railway not less than 8.5 feet above city datum; the level of floors shall extend to each portal of subway; and from this level the south approach of wagon roadway shall extend on an approaching grade of not to exceed 2 feet in 100 feet to intersect the present surface of Clark Street, and the south approach of the street railway roadway shall extend on an approaching grade of not to exceed 4 feet in 100 feet. The north approach to subway shall extend on a grade not to exceed 5 feet in 100 feet, which continued northerly will form the south approach to the viaduct to be constructed over the said tracks of the Atchison, Topeka and Santa Fe Railway Company and the Chicago and Western Indiana Railroad Company, as hereinafter provided.

Width between walls of subway, 80 feet.

Width of roadway, 42 feet.

Width of one sidewalk, 12 feet.

Width of street railway roadway, 26 feet.

Clear headroom, wagon roadway, 12 feet.

Clear headroom, street railway roadway, 13½ feet.

Depression of sidewalk shall be uniform with roadway and about 1 foot above level of same. A suitable wall or fence must be constructed, about

3 feet high, dividing the wagon roadway from street car roadway, and a line of posts may be placed in said subway at curb lines, and on wall dividing wagon roadway from street car roadway and inside thereof, to support girders.

Viaduct on South Clárk Street, Over the Depressed Tracks of the Chicago and Western Indiana Railroad Company and the Atchison, Topeka and Santa Fe Railway Company.

The elevation of the floor of viaduct shall not exceed 21.25 feet above city datum, making it 9.75 feet above present surface of street, on a line immediately over the north rail of the most northwesterly track of the Chicago and Western Indiana Railroad Company as it shall be located and depressed as provided in Section 1, Paragraph 5; from this point the grade of the floor of said viaduct shall descend in a southerly direction to a point where an elevation of not more than 20.25 feet above city datum shall be attained, which point shall be located about 7 feet south of the south rail of the most southeasterly track of the Atchison, Topeka and Santa Fe Railway Company, as it shall be located and depressed as provided in Section 1, Paragraph 4. From said last mentioned point the south approach shall descend on a grade of not to exceed 5.0 feet in one hundred feet, as measured along a line parallel with and 20 feet west of the east line of South Clark Street to an interesection with the present surface of South Clark Street, said rate of grade being continued, descending southwardly, to an intersection with the subway floor as provided in Section 4a in specifications for subway in South Clark Street under the St. Charles Air Line tracks.

The north approach of said viaduct shall begin about 7 feet north of the north rail of the most northwesterly track of the Chicago and Western Indiana Railroad Company, as it shall be located and depressed as provided in Section 1, Paragraph 5. From said last mentioned point the north approach shall descend on a grade of not to exceed 4.5 feet in 100 feet to the intersection of the present surface of South Clark Street.

Width of viaduct, south end, 80 feet.
Width of wagon roadway, 42 feet.
Width of street car roadway, 26 feet.
Width of one sidewalk, 12 feet.
Width of viaduct, north end, 80 feet.
Width of wagon roadway, 42 feet.
Width of street car roadway, 26 feet.
Width of one sidewalk, 12 feet.

The north and south approaches to viaduct shall be constructed so as to retain the filling or embankment entirely within lines of the street by substantial retaining walls of stone masonry or concrete; subject to the direction and approval of the Commissioner of Public Works.

Substantial and ornamental picket fence and railings shall be provided for viaducts and approaches.

The sidewalk shall be uniform with roadway and about one foot above level of same where practicable.

Said viaduct shall be constructed of wrought iron and steel, and the roadway shall be paved with granite blocks, and the design, materials and workmanship subject to the direction and approval of the Commissioner of Public Works.

Said viaduct and approaches shall be constructed jointly by the Atchison, Topeka and Santa Fe Railway Company and the Chicago and Western Indiana Railroad Company.

Clear headroom over the Atchison, Topeka and Santa Fe Railway and the Chicago and Western Indiana Railroad at the above viaduct shall not be less than 16 feet.

Subway in 18th Street, 66 Feet Wide. Under the Lake Shore and Michigan Southern Railway and the Chicago, Rock Island and Pacific Railway.

The depression of street shall not exceed 4.2 feet below original grade of street, making the elevation of floor of subway not less than 8.0 feet above city datum; this level shall extend 10 feet beyond each portal of subway; from this level each approach shall extend on a grade not to exceed 4.0 feet in 100 feet to intersect the present surface of street.

Width between walls, 66 feet.

Width roadways, 42 feet.

Width sidewalks, 12 feet.

Clear headroom, 12½ feet.

The sidewalk shall be depressed uniform with roadway and about one foot above level of same.

Two lines of posts may be placed in said subway at curb lines and inside thereof to support girders.

Section 5. All such excavations shall be made in the streets as may be required for the depression of such subways and the approaches thereto, but the depressed portion of the streets shall be restored to serviceable condition for the use of the public as soon as practicable, and all water-pipes, conduits, sewers and other similar substructures belonging to the city that may be disturbed by such excavations, or required to be moved or deflected from the position in which they are found, shall be replaced, or suitable expedients and arrangements shall be devised and provided to restore them as fully as may be to their former state of usefulness; but the gradients of the sewers shall not be reduced in any event; all such work shall be done by the respective railroad companies, as indicated in Section 4a, and at their sole expense, and under the immediate supervision and to the satisfaction of the Commissioner of Public Works of the City of Chicago.

Section 6. The grades of all the streets and alleys in which any subways are to be built in accordance with the provisions of this ordinance, or where viaducts shall be built in accordance with the provisions of this ordinance, or where streets shall be depressed or raised in accordance with the provisions of this ordinance, along the line of the several subways, viaducts and their approaches, shall be and the same are hereby changed so as to con-

form to the grades of such subways, viaducts and approaches, as they shall be, either depressed or elevated, and constructed pursuant to the provisions of this ordinance.

SECTION 7. Provision shall be made for the drainage of the several depressed subways provided for in this ordinance by the construction of receiving basins, properly located in or immediately adjacent to said subways, which said receiving basins shall be connected with and discharge their contents into the adjacent city sewers. In case the lowest point of the surface of any of said subways should be below the grade of the adjacent sewer, some other adequate means of drainage, satisfactory to the Commissioner of Public Works, must be devised and provided for by said railroad companies at their expense.

SECTION 8. Paragraph 1. The subways and the approaches thereto, so to be constructed by said Companies in said streets and avenues aforesaid, shall all conform to the following structural requirements, namely. The roadways shall be paved with a single course of vitrified brick of standard quality, laid at right angles with the curb lines, and set on a solid foundation of hydraulic cement concrete, not less than six inches thick or deep when solidly tamped in place, and otherwise finished and properly crowned ready for the brick wearing surface, between which and the concrete there shall be interposed a layer of screened sand not less than half an inch thick. The curbs shall be of sound, hard limestone of standard dimensions and finish, and the sidewalks in subways shall be finished and paved with Portland cement concrete, of standard quality and workmanship, and, with the curbing and roadway paving, shall be made, finished and put in permanent place, in accordance with the requirements of the Department of Public Works of the City of Chicago. The approaches to subways shall be excavated to the grades established by this ordinance and shall be in all other respects restored as near as may be to their condition before being so excavated.

Paragraph 2. As to streets in this section mentioned, which are already paved or provided with sidewalks, such paving and sidewalks shall be restored with the present material, when the same is in good condition, by said Railroad Company at its own expense in such portions of said streets as are required to be constructed by said Company, except that said Railway Company is not required to restore any part of the paving of approaches or subways which it will be the duty of any street railway company or other corporation itself to restore, under existing laws or ordinances.

Paragraph 3. Said Company shall pave the entire length and width of the roadway in such portions of the subways as are required to be constructed by said Company, except that such Company shall not be required to pave any parts of the subways to be occupied by or adjacent to street railway tracks, which, by reason of existing laws or ordinances, it will be the duty of any street railway company or other corporation itself to pave.

Paragraph 4. Any street railway company occupying any of the streets in the City of Chicago crossed by said elevated or depressed railway shall, when and as the grade of such street shall be changed, as in this ordinance

provided, at its own expense, without claim for damages, conform the grade of its said track or tracks to the said change of grade on said streets; and nothing in this ordinance shall operate to be held to relieve such street railway company from any liability now existing, however created, to pave or bear the expense of paving such streets between or on either side of the rails of its said tracks, in the manner and form as now required.

It is further provided that the Mayor and the Commissioner of Public Works, if they see fit, may grant to the Chicago City Railroad Company permission to operate its Clark Street cars (temporarily while Clark Street, at 16th Street, is obstructed and traffic interrupted by the work in this ordinance contemplated) through and by means of the electric overhead trolley over and along any street or streets north of 22d Street having street car tracks thereon, and owned and operated by said Chicago City Railway Company, and upon which said Company has a right to run and operate its cars. No tracks of any other company shall be used by said Chicago City Railway Company without the consent of such other company.

The Mayor and the Commissioner of Public Works shall designate where the poles for the overhead construction and suspension wires shall be placed, and all such temporary work to be used as aforesaid shall be instantly removed upon the order and direction of the Mayor of the City of Chicago, and if the Company fails or refuses to comply with such order, the Commissioner of Public Works shall at once remove said poles and overhead construction at the cost and expense of said Company. The understanding being that the rights herein to operate cars shall only be temporary, and while the obstruction exists at 16th Street crossing at Clark Street aforesaid.

Paragraph 5. Nothing in this ordinance contained shall be so construed as to require the said Railway Companies, or either of them, to assume or pay any incidental or consequential damages to adjacent property or business, caused by the passage and enforcement of this ordinance, or by the excavation, elevation, depression or change of grade made in any of the public avenues, streets or alleys, or to defend any suit or suits which may be brought against any party or parties for the recovery of any such damages. But it is understood that all such damages, if there are any, shall be adjusted and paid by the City of Chicago, and said city will assume the defense of any and all suits brought for the recovery of the same, intervening therein if necessary for such purpose, and will wholly relieve said Railway Companies from defending the same, and will assume and pay all judgments recovered therein. The above stipulations in this paragraph contained are, however, upon the condition precedent that in case any suit be brought against any of said Companies, said Company will, at least five days before the return day of the summons therein, give notice in writing of such suit and of such service to the Mayor and to the Corporation Counsel of said city, for the purpose of enabling such defense to be made by the city.

Section 9. All the work hereinbefore in this ordinance required to be done by said Companies upon or in connection with the public avenues

and streets of the city shall be done and performed under the superintendence and subject to the inspection and approval of the Commissioner of Public Works of said city. At least ten days prior to the commencement of any part of such work, the plans and specifications therefor shall be submitted to said Commissioner of Public Works for his examination, and if found to be in accordance with the provisions of this ordinance, in so far as this ordinance contains specific provisions, and in the absence of such specific provisions if they shall be satisfactory to the Commissioner of Public Works in regard to matters and details which by this ordinance are left to his discretion and judgment, such plans shall be approved by him; and after such approval all of the work outlined and included therein shall be constructed in strict conformity therewith.

SECTION 10. Permission and authority are hereby given to said Companies, whenever the same shall be necessary in the prosecution of the work they are herein authorized or required to perform, to obstruct temporarily any public street, avenue or alley, to such extent and for such length of time as may be approved by the Commissioner of Public Works; and they are also hereby authorized, whenever the same shall become necessary, to erect and maintain temporary structures and false work in any of the said streets and avenues during the construction of their said elevated or depressed railroad, subject to the like approval of said Commissioner of Public Works.

Section 11. The elevation of the roadbed and tracks of the said St. Charles Air Line Railroad, as required by the provisions of this ordinance, and the use and operation of said tracks when so elevated, being impracticable unless and until the roadbed and tracks of the elevated railroad built by the Chicago and South Side Rapid Transit Railroad Company, now owned and operated by the South Side Elevated Railroad Company, which elevated railroad crosses the said St. Charles Air Line Railroad between Wabash Avenue and State Street, north of and near 16th Street, shall be raised at the crossing to a sufficient height above the elevated tracks of the said St. Charles Air Line Railroad to prevent any obstruction to, or interference with the construction, maintenance, use and operation of such elevated tracks, said South Side Elevated Railroad Company(successor to said Chicago and South Side Rapid Transit Railroad Company) is hereby ordered and required to elevate the plane of the roadbed and tracks of its said elevated road at the crossing aforesaid, to such a height above the roadbed and tracks of the St. Charles Air Line Railroad when raised to the elevation herein required, that there shall be a minimum clearance of headway of not less than seventeen (17) feet between the elevated tracks of the St. Charles Air Line Railroad and the lowest part of the overhead structure of said South Side Elevated Railroad Company. The tracks of said elevated railroad company on each side of said crossing to be adjusted to connect with the tracks laid upon the said overhead structure at the said crossing in such manner and at such gradients as said elevated railroad company shall deem proper. And upon and in accordance with the petition of the owners of the land representing more than one-half of the frontage of Harrison Street between Victoria Alley, sometimes called Golden Court, and Wabash Avenue, permission and authority be, and the

same are, hereby granted to said South Side Elevated Railroad Company (successor to said Chicago and South Side Rapid Transit Railroad Company), its successors and assigns, to construct and operate for the period of fifty years from and after March 26, A. D. 1888, a double track elevated railroad on Harrison Street, in Chicago, Illinois, from Victoria Alley, sometimes called Golden Court, to Wabash Avenue, to connect and with all curves, columns and construction necessary or proper to connect the present elevated railroad and tracks of said South Side Elevated Railroad Company with the elevated road and tracks of the Union Elevated Railroad Company on Wabash Avenue. The elevated road hereby authorized shall be of what is known as lattice work construction, with the columns set upon or immediately within the curb lines, and otherwise shall conform to, and be constructed and operated under and in accordance with the terms of the ordinances heretofore passed granting authority to said Chicago and South Side Rapid Transit Railroad Company to construct and operate an elevated railroad. Said South Side Elevated Railroad Company shall begin the elevation of its said road at said crossing as soon as reasonably practicable after all other railroad companies have filed with the Mayor of Chicago their agreements referred to in Section 17 of this ordinance.

The work of such elevation shall be fully and finally completed within ninety days after such acceptance shall be filed by the other of said railroad companies; and in case of failure or default on the part of said South Side Elevated Railroad Company, its successors or assigns, to complete the work and construction of such elevation within the period of ninety days from and after the acceptance of this ordinance by said other railroad companies, said Company shall pay to the City of Chicago as assessed, agreed and liquidated damages, the sum of two hundred ($200) dollars per day for each and every day that such default shall continue and such elevation of the structure and tracks of the South Side Elevated Railroad Company shall remain unfinished and incomplete it being agreed that the said sum of two hundred ($200) dollars per day is not a penalty but is the actual amount of damages that will be sustained by the City of Chicago through such any default on the part of said South Side Elevated Company, but the foregoing provisions in relation to the payment of said damages shall not be in any way held to interfere with the rights to be derived by the city under the provisions contained in Section thirteen (13) of this ordinance, but shall be deemed and construed as an additional and further remedy in behalf of the city in case of default on the part of said South Side Elevated Railroad Company. The time of delay, if any, occasioned by strikes, riots or unavoidable accidents shall be added to the ninety (90) days above provided for the completion of said work.

SECTION 12. The various railway companies mentioned in Section 1 of this ordinance, and who are required to elevate or depress their tracks, shall commence the work of such elevation and depression at once, whenever the South Side Elevated Railroad Company's elevated road shall be raised at the crossing of that road by the St. Charles Air Line Railroad to the elevation required by the 11th section of this ordinance; provided this ordinance shall have been accepted by the said several railways hereby re-

quired to elevate their tracks. After such work has commenced the same shall be prosecuted continuously and with all practical diligence, and shall be fully and finally completed within two years after the elevation of the track of the said South Side Elevated Railroad Company at said crossing, unless prevented by strike or restrained by injunction or other order or process of a court of competent jurisdiction. The time during which said railway companies shall be prevented by strike, or strikes, or legal proceedings, as aforesaid, shall be added to the time hereby limited for the completion of said work; provided said railway companies give notice to the Corporation Counsel of the City of Chicago of the institution of said legal proceedings. The City of Chicago shall thereupon have the right to intervene in any suit or proceedings brought by any person or persons seeking to enjoin or restrain, or in any manner interfere with the prosecution of said work, and move for a dissolution of such injunction and restraining order, and for any other proper order in such suit.

SECTION 13. Each and every one of the companies required by this ordinance to elevate or depress its tracks, including the South Side Elevated Railroad Company, shall do its portion of the work in accordance with the terms hereof in apt and proper time so as not to interfere with the proper and orderly prosecution of such work as a whole. Should any company fail or neglect so to prosecute its work, the Commissioner of Public Works of the City of Chicago shall have and is hereby given the right, power and authority to give ten days notice in writing to such delinquent company to prosecute such work. If such company shall fail or neglect to comply with said notice, the Commissioner of Public Works may take charge of and cause such work to be done, and the expenses thereof shall thereupon be paid by such delinquent company.

SECTION 14. Permission and authority are hereby granted to the Illinois Central Railroad Company to connect its tracks with the tracks of the said St. Charles Air Line Railroad, at such point east of Indiana Avenue as may be agreed upon between the Illinois Central Railroad Company and the proprietors of the St. Charles Air Line Railroad, by means of an ascent or incline to be constructed on land owned by either, and to maintain such connection in perpetuity, and to change the grade or vary the line thereof from time to time as it may deem proper.

SECTION 15. When the work of elevating the St. Charles Air Line Railroad, as required by the provisions of this ordinance, is completed, the proprietors of said railroad, their successors and assigns, shall have the right to maintain and operate the said railroad in its new and altered location and in its new and altered and elevated condition as said proprietors have heretofore had to maintain and operate such railroad in and along the route and upon the site heretofore occupied by it.

SECTION 16. When the said several railroads in Section 1 of this ordinance mentioned shall have elevated or depressed their respective tracks in accordance with this ordinance, so that the same shall be ready for use, then and thereupon all provisions of the ordinances of the City of Chicago relating to the speed of railway trains, the length of trains, the number of cars to constitute a train, and the maintenance of gates, flagmen, watch-

men, signals and signal towers shall cease to be applicable to said railroads; provided, however, this ordinance is not to be construed as a waiver or surrender by the City of Chicago of any of its police powers, or of the right at any time hereafter to pass necessary and reasonable police ordinances in relation to the matters last above enumerated. After such elevation and depression, it shall be unlawful for any person or persons, save employes of said companies, or either of them, in the discharge of their duties, to enter or be upon, or to walk along or across the said elevated structure or depressed roadway at any place. If any person shall wilfully trespass upon the said elevated or depressed roadway, such person and all others aiding, abetting or assisting therein, shall be liable to a fine of not less than $5.00 nor more than $100.00 for each and every such offense.

SECTION 17. This ordinance shall take effect from and after its passage, approval and publication; provided, however, this ordinance shall be null and void, except as to the grant of the right of way to said South Side Elevated Railroad Company, contained in Section 11, unless each and every one of said companies which are by this ordinance permitted and required to elevate or depress their railroad tracks, except South Side Elevated Railroad Company, shall, through the authorized officers of said several companies, file with the Mayor of the City of Chicago within thirty days from the passage and approval by the Mayor of this ordinance, agreement or agreements duly executed, whereby said railway company shall undertake to do and perform all the matters and things required of them respectively by this ordinance. After the filing of said agreement or agreements by all of said several companies, and not before, this ordinance shall not be materially modified or amended without the consent of any company affected by any proposed modification, unless such company or companies shall be in default in the performance of the several matters and things required by this ordinance and undertaken to be done by such agreement. No act or default of any of the other companies shall avoid or impair any of the rights hereunder of the said South Side Elevated Railroad Company so long as it shall perform the matters and things expressly required of it by this ordinance. Nothing in this ordinance contained shall be a waiver or surrender of the police power of the city, or deprive the city of the right to properly exercise such power.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, William Loeffler, City Clerk of the City of Chicago, do hereby certify that the above and foregoing is a true and correct copy of an ordinance for the elevation of the tracks of the St. Charles Air Line Railroad and requiring other roads to change the plane of their tracks, passed by the City Council of the City of Chicago on the 17th day of May, A, D. 1897, and approved by his Honor, the Mayor, on the 22d day of May, A. D. 1897, original of which ordinance is on file in this office, and that I am the lawful custodian of the same.

Witness my hand and the corporate seal of said City of Chicago this 29th day of May, A. D. 1897.

[SEAL] WM. LOEFFLER,
City Clerk.

NOTE.—On the 19th day of June, 1897, written acceptances of the foregoing ordinance were filed with the City Clerk of the City of Chicago by the following railroad companies:

Illinois Central R. R. Co.
Chicago, Madison and Northern R. R. Co.
Chicago and North-Western Ry. Co.
Chicago, Burlington and Quincy R. R. Co.
Michigan Central R. R. Co.

On the same day Hon. Carter H. Harrison, Mayor of the City of Chicago, acknowledged the receipt of said acceptances by the several railroad companies.

TEN PARTY CONTRACT, August 1, 1899.

Agreement relating to the elevation, depression, relocation and reconstruction of railroad tracks in the vicinity of 16th and Clark Streets, Chicago.

This Agreement, made this first day of August, A. D. 1899, by and between the Lake Shore and Michigan Southern Railway Company, party of the first part, hereinafter called the Lake Shore Company, the Chicago, Rock Island and Pacific Railway Company, party of the second part, hereinafter called the Rock Island Company, the Chicago and Western Indiana Railroad Company, party of the third part, hereinafter called the Western Indiana Company, the Atchison, Topeka and Santa Fe Railroad Company in Chicago, party of the fourth part, hereinafter called the Santa Fe Company, the Chicago, Madison and Northern Railroad Company, party of the fifth part; hereinafter called the Madison and Northern Company, the Chicago and Alton Railroad Company, party of the sixth part, hereinafter called the Alton Company, the Illinois Central Railroad Company, party of the seventh part, the Michigan Central Railroad Company, party of the eighth part, the Chicago and North-Western Railway Company, party of the ninth part, and the Chicago, Burlington and Quincy Railroad Company, party of the tenth part, which said parties of the seventh, eighth, ninth and tenth parts are the proprietors of the St. Charles Air Line Railroad.

Witnesseth: That Whereas, heretofore on the 17th day of May, A. D. 1897, the Council of the City of Chicago passed an ordinance requiring the several railroad companies parties to this agreement to elevate or depress the tracks of their railroads at and near Clark Street in said City, which ordinance was afterward duly approved by the Mayor of said City and accepted by said companies, and

Whereas, it was provided by the terms of said ordinance that the tracks of the railroads of the Western Indiana Company and the Santa Fe Company should be depressed and pass in a subway under the tracks of the railroads of the Madison and Northern Company, the Lake Shore Company, the Rock Island Company, and the St. Charles Air Line Railroad, and under Clark Street, and

Whereas, it was further provided by the terms of said ordinance that the tracks of the railroad of the Western Indiana Company should be moved north about fifteen (15) feet from their original position, and that the tracks of the railroad of the Santa Fe Company should be moved to the north about twenty-three (23) feet, that those of the St. Charles Air Line Railroad should be moved south about eighty five (85) feet from where said tracks were originally laid across Clark Street, and those of the Madison and Northern Company should be moved south so as to join the St. Charles Air Line Railroad tracks at Clark Street, and

Whereas, on the 25th day of January, A. D. 1898, all of the parties hereto agreed upon a general plan of the tracks of the railroads of said parties as they should be finally relocated after the elevation, depression and reconstruction of the same in the manner provided by the terms of the aforesaid ordinance, a copy of which general plan is hereto attached, marked Exhibit A, and

Whereas, the railroad companies parties hereto have constructed the retaining walls necessary for the said subway and the abutments, pedestals and steel bridges necessary to support and carry the said elevated tracks and the steel viaduct on Clark Street, and have elevated or depressed, relocated and reconstructed the tracks of their several railroads in the manner provided by the terms of the aforesaid ordinance and as shown on the aforesaid Exhibit A, and

Whereas, the relocation and reconstruction of the tracks of the railroads of the Western Indiana Company, the Santa Fe Company, the Madison and Northern Company, the Lake Shore Company, the Alton Company, and of the St. Charles Air Line Railroad, has deprived those companies and the proprietors of the said Air Line Railroad of the use and occupancy of some parts of the lands, rights of way and easements heretofore acquired, occupied and enjoyed by them, and has made it necessary for them to occupy, and they have occupied with the tracks of their railroads as relocated and reconstructed, other lands, rights of way and easements, and

Whereas, on the 25th day of January, A. D. 1898, aforesaid, the proprietors of the St. Charles Air Line Railroad had a right of way for said railroad thirty (30) feet in width along, adjacent to, and south of the north line of block thirty five (35) in Assessor's Second Division of the east fractional Northeast Quarter of Section Twenty one (21), Township thirty nine (39) north, Range fourteen (14) east of the Third Principal Meridian in the City of Chicago, County of Cook, and State of Illinois, between the west line of Clark Street and the east bank of the Chicago River, and

Whereas, the Santa Fe Company, on the said 25th day of January, A. D. 1898, by virtue of an agreement with the Rock Island Company and the Lake Shore Company, dated the 23rd day of January, A. D. 1889, and an agreement with the proprietors of the St. Charles Air Line Railroad, dated the 4th day of January, A. D. 1895, had acquired and had a right of way for its two main tracks and connecting tracks across blocks thirty-four (34) and thirty five (35) in the Section, Township and Range afore-

said, between the west line of Clark Street and the north line of Sixteenth Street, and

Whereas, the Madison and Northern Company, on the said 25th day of January, A. D. 1898, by virtue of an agreement with the Lake Shore Company and the Rock Island Company, dated the 1st day of May, A. D. 1889, and an agreement with the Santa Fe Company, dated the 23d day of April, A. D. 1889, had acquired and had a right of way for the tracks of its railroad across the aforesaid block thirty-five (35) between the west line of Clark Street and the north line of 16th Street, and

Whereas, the Western Indiana Company, on the said 25th day of January, A. D. 1898, by virtue of a contract with the Lake Shore Company and the Rock Island Company, dated the 2nd day of November, A. D. 1882, and an agreement with the proprietors of the St. Charles Air Line Railroad, dated the 26th day of June, A. D. 1891, has acquired and had a right of way for the four main tracks of its railroad across blocks thirty-four (34) and thirty-five (35) in the Section, Township and Range aforesaid, between the west line of Clark Street and the north line of 16th Street, and

Whereas, it is the intention and purpose of all of the parties hereto that the said companies so deprived of the use and occupancy of a part or all of such lands and easements shall be protected and confirmed in the permanent use and occupancy with the tracks of their railroads of such other lands, rights of way and easements as were made necessary by the relocation of said tracks in the manner provided by the terms of the said ordinance and as the said tracks are now relocated and reconstructed;

Now, therefore, to establish and confirm each of the several railroad companies parties hereto, their successors and assigns, in the right to occupy with the tracks of their railroads as they are now relocated and reconstructed, the lands, rights of way and easements aforesaid, and for and in consideration of the payment by each of the parties hereto of large sums of money for the purpose of elevating, depressing, removing, relocating and reconstructing the tracks, roadbeds and grounds of the railroads of said parties in the manner provided by the aforesaid ordinance and as shown on the plan hereto attached and marked Exhibit A, which sums of money it is hereby acknowledged have been expended upon the work of Joint Track Elevation and Depression at 16th and Clark Streets in the City of Chicago, County of Cook, and State of Illinois, embracing the elevating, depressing, removing, relocating and reconstructing the tracks, roadbeds and grounds of the railroads of the parties hereto, and upon other work connected therewith for the benefit of the said parties, it is hereby understood and agreed:

That all of the parties hereto, their successors and assigns, shall have and enjoy all of the rights, privileges and easements hereinafter specified, to-wit:

1. That the Madison and Northern Company had the right to elevate, relocate and reconstruct, and has elevated, relocated and reconstructed, and shall have the right to permanently maintain and operate the two elevated main tracks of its railroad as they are now located and constructed over and across block thirty-five (35) in Assessor's Second Division of the east fractional northeast quarter of section twenty-one (21), Township thirty-

nine (39) north, Range fourteen (14) east of the Third Principal Meridian, between 16th and Clark Streets, and over and across lots one (1), two (2), three (3), four (4), and five (5) in block six (6) in Canal Trustees' new Subdivision of blocks in the southeast fractional quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, between 16th Street, and the strip of land described as Grove Street, all in the City of Chicago, County of Cook and State of Illinois, and that it, the said Madison and Northern Company, has constructed and that it shall have the right to permanently maintain the steel bridges and the metal posts supporting them which carry the two main tracks of its railroad over the two depressed main tracks of the railroad of the Santa Fe Company at and near 16th Street, and that it, the said Madison and Northern Company, had and shall continue to have the right to cross at grade with the two elevated main tracks of its railroad the two elevated main tracks of the railroad of the Lake Shore Company, the two elevated main tracks of the railroad of the Rock Island Company, and the two elevated joint south wye switching tracks of the railroads of the Lake Shore and Rock Island Companies, and to cross at grade with the north main track of its railroad the south main track of the St. Charles Air Line Railroad near Clark Street, and to connect its two main tracks with the main tracks of the said St. Charles Air Line Railroad, as provided by the terms of the aforesaid ordinance, and as shown on the plan hereto attached, marked Exhibit A.

2. That the proprietors of the St. Charles Air Line Railroad had the right to elevate, relocate and reconstruct, and have elevated, relocated and reconstructed, and shall have the right to permanently maintain and operate the two elevated main tracks of the said St. Charles Air Line Railroad with the necessary switch connections as they are now located and constructed over and across block thirty-five (35) in Assessor's Second Division of the east fractional northeast quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14), east of the Third Principal Meridian, in the City of Chicago, County of Cook and State of Illinois, between the Chicago River and Clark Street, and that the proprietors of the said St. Charles Air Line Railroad had and shall continue to have the right to cross at grade with the two elevated main tracks of said Air Line Railroad the two elevated main tracks of the Lake Shore Company and the joint elevated switching track of the railroads of the Lake Shore and Rock Island Companies between the bridge of said Air Line Railroad over the subway aforesaid and Clark Street, and to cross at grade with the southerly of its said main tracks the northerly of the said joint south wye switching tracks of the Lake Shore and Rock Island Companies, and with the northerly of its said main tracks the joint north wye switching track of the railroads of the Lake Shore and Rock Island Companies, between its bridge over the said subway and the Chicago River; also to cross at grade with the two elevated main tracks of said St. Charles Air Line Railroad with the two elevated main tracks of the railroad of the Rock Island Company, and to cross at grade with the southerly elevated main track of its said railroad the northerly elevated main track of the railroad of the Madison and

Northern Company near Clark Street; also that the proprietors of the said Air Line Railroad had the right to construct and have constructed, and shall have the right to permanently maintain the steel bridges and the metal posts supporting them which carry the two elevated main tracks of said Air Line Railroad over the four depressed main tracks of the Western Indiana Company and the two depressed main tracks of the Santa Fe Company between the Chicago River and Clark Street, as provided by the terms of the aforesaid ordinance and as shown on the plan hereto attached, marked Exhibit A.

3. That the Lake Shore Company had the right to elevate, relocate and reconstruct, and has elevated, relocated and reconstructed, and shall have the right to permanently maintain and operate the two elevated main tracks of its railroad between Fifteenth and Sixteenth Streets and, jointly with the Rock Island Company, the two elevated joint south wye switching tracks and the elevated joint north wye switching track connecting the said main tracks with the tracks of the St. Charles Air Line Railroad near the Chicago River, also the elevated joint switching track connecting its said main tracks with the tracks of the railroads of the Alton and Western Indiana Companies at the south line of Sixteenth Street and with the tracks of the St. Charles Air Line Railroad near Clark Street as the said tracks are now located and constructed over and across blocks thirty-four (34) and thirty-five (35) in Assessor's Second Division of the east fractional northeast quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois, and that it, the said Lake Shore Company, had and shall continue to have the right to cross at grade with the two elevated main tracks of its railroad the two elevated main tracks of the railroad of the Madison and Northern Company and the two elevated main tracks of the St. Charles Air Line Railroad; also to cross at grade with the two elevated joint south wye switching tracks of the Lake Shore and Rock Island Companies aforesaid the two elevated main tracks of the railroads of the Madison and Northern Company and the elevated joint Alton connecting switching track of the Lake Shore and Rock Island Companies, also to cross at grade with the said elevated joint Alton connecting switching track the two elevated main tracks of the St. Charles Air Line Railroad and the two joint south wye switching tracks of the railroads of the said Lake Shore and Rock Island Companies; also to cross at grade with the most northerly of the said elevated joint south wye switching tracks the most southerly of the elevated main tracks of the St. Charles Air Line Railroad, and with the elevated joint north wye switching track the most northerly of the said main tracks, and to connect the said elevated joint wye switching tracks with the main tracks of the St. Charles Air Line Railroad near the Chicago River, and that it, the said Lake Shore Company, had the right to construct and has constructed, and shall have the right to permanently maintain the several steel bridges and the metal posts supporting them which carry the said main and switching tracks of its railroad over the four depressed main tracks of the railroad of the Western Indiana Company and over the two depressed main tracks of the railroad

of the Santa Fe Company as now located and constructed, in the manner provided by the terms of the aforesaid ordinance and as shown on the plan hereto attached, marked Exhibit A.

4. That the Rock Island Company had the right to elevate, relocate and reconstruct, and has elevated, relocated and reconstructed, and shall have the right to permanently maintain and operate the two elevated main tracks of its railroad between Fifteenth and Sixteenth Streets, and, jointly with the Lake Shore Company, the two elevated joint south wye switching tracks and the elevated joint north wye switching track connecting the said main tracks with the tracks of the St. Charles Air Line Railroad near the Chicago River; also the elevated joint switching track connecting its said main lines with the tracks of the railroads of the Alton and Western Indiana Companies at the south line of Sixteenth Street and with the tracks of the St. Charles Air Line Railroad near Clark Street as the said tracks are now located and constructed over and across blocks thirty-four (34) and thirty-five (35) in Assessor's Second Division of the east fractional northeast quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, in the City of Chicago, County of Cook and State of Illinois, and that it, the said Rock Island Company, had and shall continue to have the right to cross at grade with the two elevated main tracks of its railroad the two elevated main tracks of the railroad of the Madison and Northern Company and the two elevated main tracks of the St. Charles Air Line Railroad; also to cross at grade with the two elevated joint south wye switching tracks of the Lake Shore and Rock Island Companies aforesaid the two elevated main tracks of the railroads of the Madison and Northern Company and the elevated joint Alton connecting switching track of the Lake Shore and Rock Island Companies, also to cross at grade with the said elevated joint Alton connecting switching track the two elevated main tracks of the St. Charles Air Line Railroad and the two elevated joint south wye switching tracks of the railroads of the said Lake Shore and Rock Island Companies; also to cross at grade with the most northerly of the said elevated joint south wye switching tracks the most southerly of the elevated main tracks of the St. Charles Air Line Railroad, and with the elevated joint north wye switching track the most northerly of the said main tracks, and to connect the said elevated joint wye switching tracks with the main tracks of the St. Charles Air Line Railroad near the Chicago River, and to connect its elevated north wye switching track with the said elevated joint north wye switching track, and that it, the said Rock Island Company, had the right to construct, and has constructed, and shall have the right to permanently maintain the several steel bridges and the metal posts supporting them which carry the said two main tracks of its railroad over the four depressed main tracks of the railroad of the Western Indiana Company and over the two depressed main tracks of the railroad of the Santa Fe Company as now located and constructed, in the manner provided by the terms of the aforesaid ordinance and as shown on the plan hereto attached, marked Exhibit A.

5. That the Alton Company had the right to elevate, relocate and reconstruct, and has elevated, relocated and reconstructed, and shall have the

right to permanently maintain and operate the tracks of its railroad on the said strip of land, described as Grove Street, northerly from Eighteenth Street to a connection wiith the elevated joint switching track of said Alton Company and the Western Indiana Company (described in Section six [6] of this instrument) at or near the east line of said so-called Grove Street as now located and constructed, in the manner provided by the terms of the aforesaid ordinance and as shown on the plan hereto attached and marked Exhibit A; provided that the Western Indiana Company shall provide, put in place and permanently maintain at its sole cost and expense the frog, switch, and all other necessary material for the proper operation of such connecting switch as shall be necessary thereto.

6. That the Western Indiana Company had the right to depress, relocate and reconstruct, and has depressed, relocated and reconstructed, and shall have the right to permanently maintain and operate the tracks of its railroad extending into and through the subway aforesaid between Eighteenth Street and Fifteenth Street as they are now depressed, relocated and reconstructed upon and across blocks six (6), seven (7), and eight (8) in Canal Trustees' New Subdivision of blocks in the southeast fractional quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14) east of the Third Principal Meridian, and upon and across blocks thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), and thirty-five (35), in Assessor's Second Division of the East fractional northeast quarter of Section twenty-one (21), and upon and across lots thirty-four (34), thirty-five (35), and thirty-six (36) in Wilder's South Addition in the same fractional quarter-section, township and range, all in the City of Chicago, County of Cook and State of Illinois, as provided by the terms of the aforesaid ordinance, and as shown on the plan hereto attached, marked Exhibit A; and that the said Western Indiana Company had the right to construct and has constructed, and shall have the right to permanently maintain and operate as now located and constructed, an elevated switching track connecting with the most easterly main track of the railroad of the said Company near Eighteenth Street and extending northeastwardly to and along said so-called Grove Street parallel with and west of the tracks of the railroad of the said Alton Company (described in Section five [5] of this instrument) and connecting with said tracks at the east line of said so-called Grove Street, as shown on the plan hereto attached and marked Exhibit A, and shall construct and maintain the connecting switch as provided in Section five (5).

7. That the Western Indiana Company and the Alton Company jointly had the right to construct, and have constructed, and shall have the right to permanently maintain and operate an elevated railroad switching track connecting with their said switching tracks at the east line of said so-called Grove street, as described in Sections five (5) and six (6) of this instrument and the conditions thereunder, and extending northeasterly as now located and constructed across lots one (1) and two (2), in block six (6), in Canal Trustees' New Subdivision of blocks in the southeast fractional quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14), east of the Third Principal Meridian, in the City of

Chicago, County of Cook and State of Illinois, a distance of one hundred and twenty-five (125) feet, more or less, to a connection with the elevated joint switching track of the Lake Shore Company and the Rock Island Company (described in Section three (3) of this instrument) at the south line of Sixteenth Street, as shown on the plan hereto attached and marked Exhibit A.

8. That the Santa Fe Company had the right to depress, relocate and reconstruct, and has depressed, relocated and reconstructed, and shall have the right to permanently maintain and operate the tracks of its railroad extending into and through the subway aforesaid between Eighteenth Street and Fifteenth Street as they are now depressed, relocated and reconstructed over and across block six (6), in Canal Trustees' New Subdivision of blocks in the southeast fractional quarter of Section twenty-one (21), Township thirty-nine (39) north, Range fourteen (14), east of the Third Principal Meridian, and over and across blocks thirty-five (35), thirty-four (34), thirty-three (33), thirty-two (32) and thirty-one (31), in Assessor's Second Addition of the east fractional northeast quarter of Section twenty-one (21), and over and across lots thirty-four (34), thirty-five (35) and thirty-six (36) in Wilder's South Addition in the last above described quarter-section, township and range, all in the City of Chicago, County of Cook and State of Illinois, as provided by the terms of the aforesaid ordinance and as shown on the plan hereto attached and marked Exhibit A.

9. That the Western Indiana Company and the Santa Fe Company jointly had the right to construct and have constructed, and shall have the right to permanently maintain and operate a pump-house and pumping plant in the northwesterly retaining wall of the said subway, and under the ground northerly of said wall, for the purpose of draining said subway, including three lines of cast iron pipes laid from said pump house to the Chicago River upon the land of the Lake Shore and Rock Island Companies, and that said drain pipes, pump-house and pumping plant as they are now located and installed are now and shall remain the property of the said Western Indiana and Santa Fe Companies jointly; and the said Companies shall have the right to enter upon the land above and adjacent to said cast iron pipes, and to excavate and make repairs to said pipes, if such should be necessary, provided that such work shall be done in such a manner as not to unreasonably obstruct or interfere with the traffic on the railroad tracks thereon; or to unreasonably obstruct or interfere with the use by the said Lake Shore and Rock Island Companies of the land so entered upon; provided further that the cost and expense of such repairs, shall be borne by the Western Indiana Company and the Santa Fe Company jointly in the proportion of two-thirds by the Western Indiana Company and one-third by the Santa Fe Company.

10. That the Lake Shore Company shall have the right to reconstruct the elevated switching track of its railroad between the subway aforesaid and the north end of its freight yard south of Sixteenth Street, and to cross at grade with its said elevated switching track the two elevated main tracks of the St. Charles Air Line Railroad and the two elevated main tracks of

the railroad of the Madison and Northern Company, in the manner provided by the terms of the aforesaid ordinance and as shown on said plan hereto attached, marked Exhibit A; provided that the crossing frogs for the crossing of the Madison and Northern Company as above shall be, provided, maintained and policed by that Company, and the crossing frogs for the crossing of the Air Line Railroad shall be provided, maintained and policed by the Lake Shore Company.

11. That the right of way established for and confirmed to the Madison and Northern Company, as described in Section one (1) of this instrument, lying between Clark Street and Sixteenth Street, in the City of Chicago, County of Cook and State of Illinois, is bounded by lines described as follows:

Beginning at a point in the west line of Clark street seventy and four-tenths (70.4) feet north from the north line of Sixteenth Street and running thence southwesterly on a straight line three hundred and twenty (320) feet to a point in the north line of Sixteenth Street distant three hundred and eleven and six-tenths (311.6) feet west from the west line of Clark Street measured along the north line of Sixteenth Street; thence west along the north line of Sixteenth Street one hundred and thirty-eight and nine-tenths (138.9) feet; thence northeasterly on a curved line deflecting to the right having a radius of four hundred and sixty-seven and three-tenths (467.3) feet a distance of sixty-eight (68) feet to a point distant nineteen and eight-tenths (19.8) feet north at right angles from the north line of Sixteenth Street; thence northeasterly on a straight line parallel with the line first above described and thirty-five and six-tenths (35.6) feet distant northerly at right angles therefrom three hundred and fifteen (315) feet to the south boundary line of the right of way of the St. Charles Air Line Railroad; thence southeasterly on a curved line deflecting to the left having a radius of three hundred and ninety-one (391) feet seventy-eight and five-tenths (78.5) feet to a point in the west line of Clark Street distant eighty-one (81) feet north from the north line of Sixteenth Street; thence south along the west line of Clark Street ten and six-tenths (10.6) feet to the place of beginning, as shown on Exhibit C hereto attached, containing thirteen thousand and seventy-six (13,076) square feet.

12. That the right of way established for and confirmed to the St. Charles Air Line Railroad as described in Section two (2) of this instrument, lying between the Chicago River and Clark Street, in the City of Chicago, County of Cook and State of Illinois, is bounded by lines described as follows, to wit:

Beginning at a point in the west line of Clark Street eighty-one (81) feet north of the north line of Sixteenth Street and running thence north along the west line of Clark Street thirty-five (35) feet; thence northwesterly on a curved line deflecting to the right having a radius of three hundred and seventy-five (375) feet a distance of one hundred and thirty-five and two-tenths (135.2) feet; thence northwesterly on a straight line, said line being a tangent from last above described curved line, one hundred and one (101) feet to a point distant two hundred and twenty-seven and six-tenths (227.6) feet west at right angles from the west line of Clark Street and thirty (30)

feet south at right angles from the north line of block thirty-five (35) aforesaid; thence west on a line parallel with the north line of said block thirty-five (35), and thirty (30) feet south at right angles therefrom one hundred and forty-one and six-tenths (141.6) feet; thence southeasterly on a curved line deflecting to the right having a radius of three hundred and seventy-five (375) feet a distance of one hundred and eight and two-tenths (108.2) feet, thence southeasterly on a straight line parallel with the third above described line and thirty-two and four-tenths (32.4) feet distant southwesterly at right angles therefrom one hundred and thirty-six and nine-tenths (136.9) feet; thence southeasterly on a curved line deflecting to the left having a radius of three hundred and ninety-one (391) feet, one hundred and thirty-eight (138) feet to the place of beginning, as shown on Exhibit C hereto attached, containing nine thousand seven hundred and forty-one (9741) square feet.

13. That the right of way established for and confirmed to the Western Indiana Company, as described in Section six (6) of this instrument, between Clark Street and Sixteenth Street in the City of Chicago, County of Cook and State of Illinois, is bounded by lines described as follows, to-wit:

Beginning at a point in the west line of Clark Street three hundred and twenty and ninety one one hundredths (320.91) feet north of the north line of Sixteenth Street, and running thence southwesterly on a straight line diverging from the west line of Clark Street with an angle of fifty-seven degrees and seventeen minutes (57° 17') five hundred and ninety-four and fifty two one hundredths (594.52) feet to a point in the north line of Sixteenth Street distant five hundred and sixteen one-hundredths (500.16) feet west of the west line of Clark Street; thence west along the north line of Sixteenth Street one hundred and six and sixty seven one hundredths (106.67) feet; thence northeasterly on a straight line seven hundred and twenty one and three tenths (721.3) feet to a point in the west line of Clark Street three hundred and eighty nine and thirty seven one hundredths (389.37) feet north from the north line of Sixteenth Street measured along the west line of Clark Street; thence south along the west line of Clark Street sixty eight and forty six one hundredths (68.46) feet to the place of beginning, as shown on Exhibit C, hereto attached, containing thirty-seven thousand eight hundred and ninety-six (37,896) square feet.

14. That the right of way established for and confirmed to the Santa Fe Company, as described in Section eight (8) of this instrument, lying between Clark Street and Sixteenth Street in the City of Chicago, County of Cook, and State of Illinois, is bounded by lines described as follows, to-wit:

Beginning at a point in the west line of Clark Street three hundred and twenty and ninety-one one hundredths, (320.91) feet north of the north line of Sixteenth Streets and running thence southwesterly on a straight line diverging from the west line of Clark Street with an angle of fifty-seven degrees and seventeen minutes (57° 17') and along the southeasterly boundary line of the right of way of the Western Indiana Company two hundred and ninety-five (295) feet; thence southwesterly on a straight line deflecting to the left from the last above described line with an angle of

twelve degrees and two minutes (12° 2′) two hundred and two and five-tenths (202.5) feet; thence southwesterly on a straight line diverging to the right from a prolongation of the last above described line with an angle of two degrees and forty-seven minutes (2° 47′) twenty-eight and seven-tenths (28.7) feet to a point in the north line of Sixteenth Street distant four hundred and thirteen (413) feet west of the west line of Clark Street; thence east along the north line of Sixteenth Street forty-eight (48) feet; thence northeasterly on a straight line parallel with the second above described line and thirty-two and six-tenths (32.6) feet distant southeasterly at right angles therefrom one hundred and seventy-four (174) feet; thence northeasterly on a curved line deflecting to the right having a radius of three hundred and seventy-five (375) feet, to which line the last above described line is tangent, seventy-eight and five-tenths (78.5) feet to a point twenty-eight and five-tenths (28.5) feet distant southeasterly at right angles from the line first above described; thence northeasterly on a straight line parallel with the first above described line and twenty-eight and five-tenths (28.5) feet distant southeasterly at right angles therefrom two hundred and fourteen and five-tenths (214.5) feet to the west line of Clark Street; thence north along the west line of Clark Street thirty-three and eighty-seven one-hundredths (33.87) feet to the place of beginning, as shown on Exhibit C hereto attached, containing fifteen thousand one hundred and twenty-eight (15, 128) square feet.

15. That all of the lands, rights of way and easements, west of Clark Street vacated by the removal, relocation and reconstruction of the tracks of the railroads of the Companies parties of the third, fourth, fifth, seventh eighth, ninth and tenth parts, and for which the said parties have been provided with other and equivalent lands, rights of way and easements, as provided in Sections one (1), two (2), six (6) and eight (8) of this instrument, and as more particularly described in Sections eleven (11), twelve (12), thirteen (13) and fourteen (14) herein, being no longer required for the use of the railroads of said parties, are hereby conveyed to the parties of the first and second parts, so and the rights of said parties of the third, fourth, fifth, seventh, eighth, ninth and tenth parts to the lands, rights of way and easements so vacated shall cease, and the parties of the first and second parts shall have full control, and use of the same and shall have the right, jointly or severally, to construct additional tracks thereon and within the limits thereof extended, over and across said subway, provided that the lowest point of the girder bridges necessary to carry the additional tracks above specified and of those described in Sections one (1), two (2), three (3) and four (4) herein shall be maintained at an elevation of not less than twenty (20) feet above City datum. Nothing herein contained shall be construed to give or grant to said parties of the third, fourth and fifth parts, or to either of them, any other or different right, title or interest in or easement over and upon the lands of the parties of the first and second parts now occupied by the railroads and tracks of said parties of the third, fourth and fifth parts as so relocated and reconstructed, than said parties respectively may have had in, over and upon the lands of the parties of the first and second parts which were occupied by the railroads and tracks of

said parties of the third, fourth and fifth parts, prior to said relocation and reconstruction, and it is understood and agreed that nothing in this instrument is intended to or shall relieve any of the parties hereto from obligations heretofore assumed and now in force and binding upon them regarding interlocking or safety appliances at grade crossings or the use of tracks at such crossings wherever there are grade crossings under said plan, Exhibit "A".

16. That the said proprietors of the St. Charles Air Line Railroad shall convey to the Lake Shore Company and the Rock Island Company by a good and sufficient deed of conveyance that part of the land and right of way heretofore acquired for the tracks of the said St. Charles Air Line Railroad which by reason of the relocation and reconstruction of said tracks has been vacated, as shown on Exhibit B hereto attached; and contemporaneously therewith the Lake Shore Company and the Rock Island Company shall convey to the said proprietors of the St. Charles Air Line Railroad, by a good and sufficient deed of conveyance, the land and right of way for the tracks of the said St. Charles Air Line Railroad as they are now located and constructed, as shown on the aforesaid Exhibit A, and as the said land and right of way is shown on Exhibit C hereto attached and described in Section twelve (12) of this instrument, reserving to themselves, the said Lake Shore Company and the Rock Island Company, such easements and rights of way across the lands so to be conveyed as have been and are now enjoyed by them, the said Lake Shore Company and said Rock Island Company, since the elevation and reconstruction of their railroads, and also reserving to themselves, said Lake Shore Company and said Rock Island Company, all the easements, rights of way and rights and privileges which it is in this contract provided the said Lake Shore Company and Rock Island Company shall have, enjoy and maintain, and said conveyances shall be made subject to all the easements, rights of way and privileges so reserved.

17. That the Western Indiana Company shall convey to the Santa Fe Company by a good and sufficient deed of conveyance the lands and right of way for the tracks of the railroad of the said Santa Fe Company as they are now located and constructed between the east line of Clark Street and the west line of Dearborn Street, the northwesterly boundary line of the lands and right of way to be so conveyed being a line drawn midway between the most southerly main track of the railroad of the Western Indiana Company and the most northerly main track of the railroad of the Santa Fe Company, as said tracks are shown on said Exhibit A, and as the said lands and right of way are shown on Exhibit C hereto attached.

18. That the Santa Fe Company shall convey to the Madison and Northern Company by a good and sufficient deed of conveyance or by a lease for nine hundred and ninety-nine years (999) years the land and right of way for the tracks of the railroad of the said Madison and Northern Company as they are now located and constructed south of Sixteenth Street, as shown on Exhibit A, and as the said lands and right of way are shown on Exhibit C hereto attached.

19. That the masonry in the retaining walls, abutments and fences embraced in the work covered by this agreement shall be maintained by the

several parties hereto as hereunder in this section provided, that is to say:

(a) The Western Indiana Company shall maintain the retaining walls designated by the letters B, C, D, E, I, Q, and R and the fences thereon, and abutments numbered I, III, VI, XI and XII, as shown on Exhibit A and as located and described on Exhibit D hereunto attached.

(b) The Santa Fe Company shall maintain the retaining walls designated by the letters F, G, H, J, K, L and P-2 and the fences thereon, and the abutments numbered II, IV, V, VII, IX, X, XIII, XIV, XV and XVI, as shown on Exhibit A and as located and described on Exhibit D hereto attached.

(c) The Lake Shore Company shall maintain the retaining wall designated by the letter A and the fence thereon, as shown on Exhibit A and as located and described on Exhibit D hereto attached.

(d) The Lake Shore and Rock Island Companies shall maintain the retaining wall designated by the letter M-2 and the fence thereon, as shown on Exhibit A and as located and described on Exhibit D hereto attached.

(e) The Madison and Northern Company shall maintain the retaining walls designated by the letters N, S and T and the fences thereon, and that part of the abutment numbered VIII, situated on its right of way, as shown on Exhibit A and as located and described on Exhibit D hereto attached.

(f) The St. Charles Air Line Railroad shall maintain the retaining walls designated by the letters O, M-1 and P-1 and the fences thereon, and that part of the abutment numbered VIII, situated on its right of way, as shown on Exhibit A and as located and described on Exhibit D hereto attached.

And the parties so maintaining said retaining walls, abutments and fences, shall render bills monthly against the parties hereto for such proportion of the cost and expense of such maintenance as each of them has contributed to the cost of construction of said walls, abutments and fences, which proportion is shown on Exhibit D hereto attached and made a part of this agreement, and the parties against whom such bills are rendered shall promptly pay the same to the parties so maintaining such walls, abutments and fences.

That the retaining walls, abutments and fences referred to above in this section are located and described on said Exhibit D, and the percentages of the cost thereof to each of the parties hereto are also shown on said Exhibit.

20. The Lake Shore and Rock Island Companies shall maintain at their own cost and expense the iron or steel bridges, including the posts supporting them, which carry the elevated main tracks and the elevated joint switching tracks of said Companies over the depressed main tracks of the Western Indiana and Santa Fe Companies.

The proprietors of the St. Charles Air Line Railroad shall maintain at their own cost and expense the iron or steel bridges, including the posts supporting them which carry the elevated main tracks of said Air Line Railroad over the depressed main tracks of the Western Indiana and Santa Fe Company.

The Madison and Northern Company shall maintain at its own cost and expense the iron or steel bridges, including the posts supporting them, which carry the elevated main tracks of the railroad of said Company over the depressed main tracks of the Santa Fe Company.

That the posts supporting the iron or steel bridges which carry the elevated tracks of the railroads of the Lake Shore Company, the Rock Island Company, the Madison and Northern Company, and of the Air Line Railroad and the Clark Street Viaduct over the depressed tracks of the Western Indiana Company and the Santa Fe Company, shall be protected by the construction of walls of concrete masonry on the line of said posts longitudinally with the depressed tracks, and that the cost and expense of the construction and maintenance of the walls so provided for the protection of the posts supporting the bridges carrying the tracks of the elevated railroads shall be borne jointly by the companies benefited thereby, that is to say:

The Western Indiana Company and the Santa Fe Company shall pay one half the cost of construction and maintenance of such protection walls under said railroad bridges; the Lake Shore and Rock Island Companies one-half of the cost of construction and maintenance of such protection walls under their said bridges; the Madison and Northern Company, one-half the cost of construction and maintenance of such protection walls under its bridges; and the proprietors of the St. Charles Air Line Railroad one-half of the cost of construction and maintenance of such protection walls under their bridges; the Western Indiana Company and the Santa Fe Company shall bear the entire cost and expense of constructing and maintaining the said protection walls under the Clark Street Viaduct, and the cost and expense hereby assumed by the last named Companies shall be borne two-thirds by the Western Indiana Company and one-third by the Santa Fe Company.

21. That Exhibit "B," hereto attached, shows the boundary lines of the lands, rights of way and easements of the Santa Fe Company, the Western Indiana Company, the Madison and Northern Company and the St. Charles Air Line Railroad as they were located prior to the first day of March, A. D. 1898.

22. That Exhibit "C," hereto attached shows the boundary lines of the lands, rights of way and easements of the Companies named in the preceding section as they are located, established and confirmed by the terms of this instrument.

23. *And whereas*, In order that the duties and obligations of all the parties hereto regarding the providing, maintaining and policing the several crossing frogs and switches made necessary and now in use in the elevated tracks of said parties at and near Sixteenth and Clark Streets in the City of Chicago, County of Cook and State of Illinois, shall be clearly understood and defined, the said crossing frogs are indicated by the letters, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA, and the said switches are indicated by the figures 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 on the plan hereto attached, marked Exhibit A, and it is further understood and agreed:

That the several crossing frogs and switches above specified shall be provided and maintained, and until such time as an interlocking plant shall be provided shall be policed in the manner as follows:

(a) That the Lake Shore Company shall provide, maintain and police those designated by the letters A, B, G and H. The Rock Island Company shall provide, maintain and police those designated by the letters C, D, E

and F. And the Rock Island Company and the Lake Shore Company jointly shall provide, maintain and police those designated by the letters R, S, T and U, as shown on said Exhibit A.

(b) That the Madison and Northern Company shall provide, maintain and police those designated by the letters I, J, K, L, M, N, O, P, V, W, X and Y, as shown on Exhibit A.

(c) That the St. Charles Air Line Railroad shall provide, maintain and police those designated by the letters AA, Q and Z, as shown on Exhibit A.

That the switches hereinbefore mentioned shall be provided, maintained and policed as follows:

(d) The Rock Island Company shall provide, maintain and police that one numbered 11 on said Exhibit A.

(e) The Lake Shore and Rock Island Companies shall jointly provide, maintain and police those numbered 4 and 10 on said Exhibit A.

(f) The Air Line shall provide, maintain and police those numbered 1, 2, 3, 5, 6, 7 and 8 on said Exhibit A.

(g) The Western Indiana Company shall provide, maintain and police that one numbered 9 on said Exhibit A.

The exhibits hereinbefore referred to are hereto attached, authenticated by the signatures of the Chief Engineer or other duly authorized officer of each of the parties hereto and made a part of this agreement.

In witness whereof, The parties hereto have severally caused these presents to be subscribed in their names and behalf by their respective Presidents or Vice-Presidents, and their respective corporate seals duly attested to be hereunto affixed on the day and year first above written.

[SEAL] Lake Shore and Michigan Southern Railway Company
By W. H. NEWMAN,
President.

Attest:
N. BARTLETT,
Asst. Secretary.

[SEAL] Chicago, Rock Island and Pacific Railway Company
By H. A. PARKER,
Vice President.

Attest:
GEO. H. CROSBY,
Secretary.

[SEAL] Chicago and Western Indiana Railroad Company
By B. THOMAS,
President.

Attest:
M. J. CLARK,
Secretary.

Atchison, Topeka and Santa Fe Railroad Company in Chicago
[SEAL] *By* E. P. RIPLEY,
President.

Attest:
D. L. GALLUP,
Secretary.

Chicago, Madison and Northern Railroad Company
[SEAL] *By* JOHN C. WELLING,
Vice-President.

Attest:
W. G. BRUEN,
Secretary.

Chicago and Alton Railroad Company
[SEAL] *By* S. M. FELTON,
President.

Attest:
CH. H. DAVIS,
Secretary.

[SEAL] Illinois Central Railroad Company
By STUYVESANT FISH,
President.

Attest:
W. G. BRUEN,
Asst. Secretary.

Michigan Central Railroad Company
[SEAL] *By* H. B. LEYARD,
President.

Attest:
E. D. WORCESTER,
Secretary.

Chicago and Northwestern Railway Company
[SEAL] *By* MARVIN HUGHITT,
President.

Attest:
J. B. REDFIELD,
Asst. Secretary.

Chicago, Burlington and Quincy Railroad Company
[SEAL] *By* GEO B. HARRIS,
President.

Attest:
H. W. WEISS,
Asst. Secretary.

STATE OF OHIO,
COUNTY OF CUYAHOGA. } SS.

On this eighteenth day of March in the year of our Lord one thousand nine hundred and one, before me, a Notary Public within and for the County and State aforesaid, personally appeared W. H. Newman, personally known to me and known to be the President of the Lake Shore and Michigan Southern Railway Company, and to be the same person whose name is

subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] CARL R. APTHORP,
Notary Public.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this twenty-first day of December, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared H. A. Parker, personally known to me and known to be the Vice-President of the Chicago, Rock Island and Pacific Railway Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such Vice-President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such Vice-President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year above written.

[SEAL] FRANK STEWART,
Notary Public.

STATE OF ILLINOIS. } ss.
COUNTY OF COOK. }

On this twelfth day of October, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared B. Thomas, personally known to me and known to be the President of the Chicago and Western Indiana Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] EDGAR P. H. WEST,
Notary Public.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this twentieth day of November, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared E. P. Ripley personally known to me

and known to be the President of the Atchison, Topeka and Santa Fe Railroad Company in Chicago, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] A. E. SPEIRS,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this fifth day of October, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared John C. Welling, personally known to me and known to be the Vice President of the Chicago, Madison and Northern Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such Vice-President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such Vice-President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] DAVID W. ROSS,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this sixth day of June, in the year of our Lord one thousand nine hundred and one, before me, a Notary Public within and for the County and State aforesaid, personally appeared S. M. Felton, personally known to me and known to be the President of the Chicago and Alton Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such Presidents and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] FRANK G. OFFENLOCK,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this fifth day of October, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared Stuyvesant Fish, personally known to me and known to be the President of the Illinois Central Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL]

DAVID W. ROSS,
Notary Public.

STATE OF MICHIGAN, }
COUNTY OF WAYNE. } ss.

On this seventh day of December in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared H. B. Ledyard, personally known to me and known to be the President of the Michigan Central Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL]

T. W. WAGSTAFF,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this eighth day of October, in the year of our Lord one thousand nine hundred, before me, a Notary Public within and for the County and State aforesaid, personally appeared Marvin Hughitt, personally known to me and known to be the President of the Chicago and Northwestern Railway Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL]

J. R. GUILLIAMS,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this (5th) fifth day of November, in the year of our Lord one thousand nine hundred, before me, a Notary Public, within and for the County and State aforesaid, personally appeared Geo. B. Harris, personally known to me and known to be the Vice-President of the Chicago, Burlington and Quincy Railroad Company, and to be the same person whose name is subscribed to the foregoing instrument as having executed the same as such Vice-President, and acknowledged to me that such foregoing instrument was signed, sealed and delivered by him as such Vice-President, and by said Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal the day and year last above written.

[SEAL] HERBERT HAASE,
Notary Public.

EXHIBIT D.

Description of the location of the walls and abutments hereinbefore referred to and the percentages of the cost to each Company of the construction of the said walls, abutments and fences.

Wall A is located on the west side of Clark Street and extends north from the north end of Clark Street Viaduct two hundred and sixty-three (263) feet.

Wall B is located northwesterly of the depressed main tracks of the Western Indiana Company between the north abutment of the bridge of the Lake Shore and Rock Island Companies over the main subway and the northwesterly abutment of the bridge of the Air Line Railroad over said main subway.

Wall C is located northwesterly of the depressed main tracks of the Western Indiana Company, between the northwesterly abutment of the bridge of the Air Line Railroad over the main subway and the northwesterly abutment of the bridge of the Lake Shore and Rock Island Companies which carries the two elevated joint south wye switching tracks of said companies over the said subway.

Wall D is located northwesterly of the depressed main tracks of the Western Indiana Company between the abutment last above described and the north line of Sixteenth Street.

Wall E 1 is located southeast of the depressed main tracks of the Western Indiana Company between the east abutment of the bridge of the Lake Shore and Rock Island Companies which carries the two elevated joint south wye switching tracks of said Companies over the main subway and the south line of Sixteenth Street.

Wall E-2 is located southeast of the depressed main tracks of the Western Indiana Company between the south line of Sixteenth Street and a point opposite the head block of the switch joining the two elevated main tracks of the Alton Company.

Wall E-3 is located east of the main tracks of the Western Indiana Company between the last-mentioned headblock and Eighteenth Street.

Wall F is located west of the coach yard tracks of the Santa Fe Company between the west abutment of the bridge of the Madison and Northern Company over the depressed main tracks of the Santa Fe Company and Eighteenth Street.

Wall G is located east of the coach yard tracks of the Santa Fe Company between the east abutment of the bridge of the Madison and Northern Company over the depressed main tracks of the Santa Fe Company, and the west line of Wentworth Avenue.

Wall H is located northwesterly of the depressed main tracks of the Santa Fe Company between the western abutment of the bridge of the Madison and Northern Company last above described and the western abutment of the bridge of the Lake Shore and Rock Island Companies carrying the two elevated joint south wye switching tracks of the said Companies over the Santa Fe tracks.

Wall I is located southeasterly of the depressed main tracks of the Western Indiana Company and extends northeasterly from the easterly abutment of the bridge of the Lake Shore and Rock Island Companies, carrying the two elevated joint south wye switching tracks of the said Companies over the main subway to the northeasterly end of said wall.

Wall J is located southeasterly of the depressed main tracks of the Santa Fe Company between the easterly abutment of the bridge of the Madison and Northern Company and the easterly abutment of the bridge of the Lake Shore and Rock Island Companies carrying the two elevated joint south wye switching tracks of the said Companies over the Santa Fe tracks.

Wall K is located southeasterly of the depressed main tracks of the Santa Fe Company between the southeasterly abutment of the bridge of the Air Line Railroad over the main subway and the southeasterly abutment of the bridge of the Lake Shore and Rock Island Companies carrying the elevated joint switching track of the said Companies (known as the Alton connecting track) over the said main subway.

Wall L is located southeasterly of the depressed main tracks of the Santa Fe Company between the south abutment of the bridge carrying the elevated main tracks of the Lake Shore Company and the west side of Clark Street.

Wall M-1 is located along the west side of Clark Street and extends north, from the north end of the west abutment of the bridge of the Madison and Northern and Air Line Railroads over Clark Street forty-three (43) feet.

Wall M-2 is located along the west side of Clark Street and extends from a point forty-three (43) feet north of the west abutment of the bridge of the Madison and Northern and Air Line Railroads over Clark Street to the south end of Clark Street Viaduct.

Wall N is located along the west side of Clark Street between the west abutment of the bridge of the Madison and Northern and Air Line Railroads over Clark Street and the brick building on the corner of Clark and Sixteenth Streets.

Wall O is located on the east side of Clark Street between the east abutment of the bridge of the Madison and Northern and Air Line Railroads over Clark Street and the north line of Sixteenth Street.

Wall P-1 is located along the east line of Clark Street between the east abutment of the bridge of the Madison and Northern and Air Line Railroads over Clark Street and the fire-proof office building of the Air Line Railroad.

Wall P-2 is located along the east line of Clark Street between the said fire proof office building of the Air Line Railroad and the South end of the Clark Street Viaduct.

Wall Q is located along the east side of Clark Street between the north end of the Clark Street Viaduct and the south line of Fifteenth Street.

Wall R is located westerly of the depressed tracks of the Western Indiana Company between the east line of Clark Street and Fifteenth Street.

Wall S is located along the south boundary line of the right of way of the Madison and Northern Company between the west side of Clark Street and the main track of the Lake Shore Company.

Wall T is located along the south boundary line of the right of way of the Madison and Northern Company east of the east abutment of the bridge of the Madison and Northern Company over the Santa Fe tracks.

Wall U is located in Clark Street and separates the tracks of the street railway from the wagon way on said street between the north line of Sixteenth Street and the south end of the Clark Street Viaduct.

PERCENTAGES OF COST OF RETAINING WALLS AND FENCES

Wall A, C. & W. I., 29%; Lake Shore, 71%.

Wall B, C. & W. I., 38%; Lake Shore, 31%; Rock Island, 31%.

Wall C, C. W. & I., 28%; Lake Shore, 18%; Rock Island, 18%; Air Line, 36%.

Wall D, C. & W. I., 100%.

Wall E-1, North of the south line of Sixteenth Street.

C. & W. I., 21%; Lake Shore, 39½%; Rock Island, 39½%.

Wall E-2, South line of Sixteenth Street to headblock of C. & A. double track.

C. & W. I., 58%; Chicago and Alton, 42%.

Wall E-3, Headblock of C. & A., double track to south end of wall.

C. & W. I., 39%; Chicago and Alton, 61%.

Wall F, A. T. & S. F., 24%; C. M. & N., 76%.

Wall G, A. T. & S. F., 100%.

Wall H, A. T. & S. F., 29%; Lake Shore, 35½%; Rock Island, 35½%.

Wall I, C. & W. I., 29%; Lake Shore, 35½%; Rock Island, 35½%.

Wall J, A. T. & S. F., 29%; Lake Shore, 35½%; Rock Island, 35½%.

Wall K, A. T. & S. F., 37%; Lake Shore, 31½%; Rock Island, 31½%.

Wall L, A. T. & S. F., 42%; Lake Shore, 29%; Rock Island, 29%.

Wall M-1, Air Line, 16%; Lake Shore, 42%; Rock Island, 42%.

Wall M-2, A. T. & S. F., 36%; Lake Shore, 32%; Rock Island, 32%.

Wall N, C. M. & N., 50%; Air Line, 50%.

Wall O, Air Line, 100%.
Wall P-1, Air Line, 100%.
Wall P-2, A. T. & S. F., 100%.
Wall Q, C. & W. I., 100%.
Wall R, C. & W. I., 100%.
Wall S, C. M. & N., 50% Air Line, 50%.
Wall T, C. M. & N., 50%; Lake Shore, 50%.
Wall U, A. T. & S. F., 63%; Air Line, 37%.
Pump Rec. A. T. & S. F., 17%; C. & W. I., 51%; Lake Shore, 16%; Rock Is., 16%.

Division of the cost of the fences is the same as that of the retaining walls as shown above.

PERCENTAGES OF COST OF ABUTMENTS.

Abutment I. C. & W. I., 100%.
Abutment II. A. T. & S F., 100%.
Abutment III. C. & W. I., 87%; Lake Shore, 6½%; Rock Island, 6½%.
Abutment IV. A. T. & S. F., 84%; Lake Shore, 8%; Rock Island, 8%.
Abutment V. A. T. & S. F., 100%.
Abutment VI. C. & W. I., 100%.
Abutment VII. A. T. & S. F., 100%.
Abutment VIII. C. M & N., 23%; Air Line, 77%.
Abutment IX. A. T. & S. F., 100%.
Abutment X. A. T. & S. F., 100%.
Abutment XI. C. & W. I., 100%.
Abutment XII. C. & W. I., 100%.
Abutment XIII. A. T. & S. F., 100%.
Abutment XIV. A. T. & S. F., 100%.
Abutment XV. A. T. & S. F., 100%.
Abutment XVI. A. T. & S. F., 100%.

TRUST MORTGAGES

TRUST MORTGAGE, January 1, 1858.

THE CHICAGO, BURLINGTON AND QUINCY RAIL ROAD COMPANY
to
ROBERT B. FORBES, J. N. A. GRISWOLD, AND EDWARD L. BAKER,
Trustees.

This mortgage covers the Chicago, Burlington and Quincy Railroad (consisting of the Chicago and Aurora Railroad and the Central Military Tract Railroad, consolidated), subject to prior mortgages existing upon those roads, and secures an issue of bonds amounting to $5,000,000. These bonds are dated Jan. 1, 1858, have twenty-five years to run, and mature Jan. 1, 1883. Interest at the rate of eight per cent, payable semi-annually.

This Indenture, made this first day of January, A. D. 1858, between the Chicago, Burlington and Quincy Railroad Company, a corporation duly constituted as such under the law of the State of Illinois, party of the first part, and Robert B. Forbes, of the city of Boston and State of Massachusetts: John N. A. Griswold, of the city of New York, State of New York; and Edward L. Baker, of New Bedford, in the State of Massachusetts, of the second part:—

Whereas, the said party of the first part, under the acts incorporating said company, have constructed and are operating a railroad from the junction of the Galena and Chicago Union Railroad (at a point about thirty miles from Chicago) to Galesburg, in the State of Illinois, a distance of about one hundred and thirty-nine miles to the point of junction with the Peoria and Oquawka Railroad, and have equipped the same with locomotives, tenders, passenger, baggage, and freight cars, for transaction of business between Chicago and Burlington, in the State of Iowa. *And whereas*, by reason of the large equipment required for said road, and other expenditures for depot grounds and other purposes, authorized by the various acts of the General Assembly of the State of Illinois, there exists a large floating debt which it is important to liquidate and pay off. *And whereas*, there exists a funded debt against the said company, which was created before the consolidation of the two companies which now compose the Chicago, Burlington and Quincy Railroad Company,—viz., the Chicago and Aurora Railroad Company and the Central Military Tract Railroad Company,—which said debt exists in the following form, viz.: six hundred and forty bonds of one thousand dollars each, of the said Chicago and Aurora Railroad Company, dated July 1, A. D. 1852, and payable July 1, A. D. 1867, and bearing interest at the rate of seven per cent per annum, and secured by a first mortgage on that part of the road of this company formerly known as the Chicago and Aurora Railroad; five hundred and twenty-three bonds, of one thousand dollars each, dated October 1, A. D. 1854, and payable October 1, A. D. 1869, bearing interest at the same rate, which said

bonds are secured to be paid by a second mortgage on said road; eight hundred bonds, of one thousand dollars each, of the said Central Military Tract Railroad Company, dated July 1, A. D. 1852, payable July 1, A. D. 1864, bearing interest at the rate of seven per cent, and secured by a first mortgage on that part of the road of the Chicago, Burlington and Quincy Railroad Company known formerly as the Central Military Tract Railroad; four hundred and fifty bonds of the Central Military Tract Railroad Company, of one thousand dollars each, dated May 1, A. D. 1854, and payable May 1, A. D. 1868, bearing interest at the rate of eight per cent per annum, and convertible into stock until May 1, 1864, and secured by a second mortgage upon the said road; seventeen bonds of the said Central Military Tract Company, dated April 1, A. D. 1854, and payable April 1, A. D. 1868, and bearing interest at eight per cent, payable semi-annually; and eighty-eight bonds of said company, dated March 1, A. D. 1856, and payable March 1, A. D. 1876, and bearing interest at the rate of eight per cent, and also convertible until March 1, 1866. *And whereas;* by an act of the General Assembly of the State of Illinois, passed February 8, 1854, the company is authorized to construct a branch from its main line, from the village of Aurora to and into the city of Chicago, and to acquire and hold depot and station grounds and such other lands as may be required for the business of the company in said city. *And whereas,* depot grounds of great value have been there acquired, and it may become not only expedient but of the highest importance to construct said road from Aurora into the city of Chicago. *And whereas,* it is desirable to consolidate the said debt and replace the bonds now out, and representing it, by bonds bearing the name and style of "Bonds of the Consolidated Company," and also to provide means of paying off the existing floating debt, and for the construction, when expedient, of said road into Chicago, and for other purposes. *And whereas,* to accomplish these things, the said company has resolved, at a meeting of the board of directors thereof, duly held for that purpose, on the twenty-third day of December, A. D. 1857, to raise money by loan for the payment of four hundred thousand dollars of said floating debt, and to provide for an issue of bonds for the same and for other the said purposes: and in order to secure the payment thereof, and also to provide a means by which the holders of the said bonds of the said Chicago and Aurora and the Central Military Tract Railroad Companies may substitute for them, at their option, bonds of the consolidated company, bearing date the first day of January, A. D. 1858, with interest at the rate of eight per cent, payable semi-annually in New York, and having twenty-five years to run to maturity, have further resolved to issue its bonds, of one thousand dollars each, dated January 1, A. D. 1858, and having twenty-five years to run to maturity, to such an amount as, with the present bonds existing and outstanding and above described, will make a total amount of (5) five millions of dollars, but of which only fourteen hundred and eighty-two bonds shall be offered for sale until the construction of said road into Chicago shall be undertaken; and twenty-five hundred and eighteen, say Nos. 1 to 2,518 inclusive, to be issued only as the holders of the bonds of the said Chicago and Aurora and Central Military Tract Railroad Companies

may desire to exchange the outstanding bonds of those companies therefor, and are to be only issued and used and exchanged for the present existing bonds of those companies, or sold to pay the same as hereinafter provided; and the remaining one thousand bonds are to be issued for the construction of said road into Chicago when resolved upon. *Provided, however,* that if said road into Chicago should be constructed by other means, or if any of said outstanding bonds, which are convertible into stock, should be so converted, then the residue of such bonds herein provided to be issued may be issued and used for any such other purposes as may be determined by said corporation in the manner hereinafter provided. And said corporation has further resolved to execute a mortgage upon the road of the company, its depot grounds and equipments, of every nature and kind, to secure the payment of the bonds so made and issued or to be issued, and which said mortgage should be the only lien or incumbrance upon the property so mortgaged, except only the mortgages above mentioned and described, and which should be a first mortgage upon said road from Aurora into Chicago, and on the depot grounds at Chicago.

Now, therefore, this indenture witnesseth, that the said party of the first part, in order to secure the payment of the said bonds and interest, and in consideration of the sum of one dollar to them at the sealing and delivering of this instrument in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, and conveyed, and by these presents do grant, bargain, sell, transfer, and convey unto the said parties of the second part (who hereby accept the trust herein contained), and to the survivor or survivors, and successor or successors in the said trust or assigns, the following present and future to be acquired property of the said parties of the first part, pertaining to the said road, including said road, which is already or which may hereafter be constructed, and its appurtenances; the right of way and land occupied, acquired, and to be acquired thereby, together with the superstructure thereon, or to be constructed thereon, or procured therefor, inclusive of the iron rails, equipments, and superstructure purchased, or to be purchased therefor, bridges, viaducts, fences, depot grounds, and buildings thereon, including the depot grounds at Chicago, engines, tenders, cars, tools, machinery, contracts, and all other personal property, right thereto, or interest therein, together with the tolls and rents to be levied therefrom, and all the franchises, rights, or privileges of the said party of the first part, in and to and concerning the said road constructed or to be constructed, and its appurtenances, and said depot grounds; but nothing herein contained shall be construed to prevent the party of the first part from selling, hypothecating, or disposing of securities received in payment of stock or otherwise, or of lands or any other property of the said company, not necessary to be retained for their roadway or depot grounds, nor required for the construction or convenient use of said road; nor from collecting moneys due the company on stock subscription, or otherwise, provided they shall diligently proceed to collect and faithfully apply all such means to the proper construction and equipment of their said road, the fulfilment of their contracts, and the payment of the obligations hereby

incurred; and provided also, that no default shall have been made in the payment of the interest of any of the above-described bonds.

To have and to hold the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, the survivor or survivors of them and assigns, upon the following trusts, that is to say: In case the party of the first part shall fail to pay the principal, or any part thereof, or any of the interest on any of the said bonds issued or to be issued under this indenture, at any time when the same may become due and payable according to the tenor thereof, when demanded, or shall neglect to set apart and apply the sinking fund as is hereinafter mentioned (provided the earnings of the road should be sufficient to pay the amount necessary for that object), then, after sixty days from such default, upon request of the holder or holders of any of such bonds, the said parties of the second part, the survivor or survivors, or the successor or successors of them in the said trust, or their assigns, shall have power to enter into and upon, and to take possession of all or any part thereof of the said railroad, and all and singular the property and effects hereby conveyed; and as the attorney in fact, or agent of the said party of the first part, by themselves or agent, or substitute duly appointed, to have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto; and after deducting the expense of such use, repairs, alterations, and additions, and indemnifying themselves from all loss, damage, or liability arising in their management of said road, apply the proceeds thereof to the payment of the interest and principal of all said bonds remaining unpaid, whether the said bonds shall have fallen due or otherwise.

And the said parties of the second part, the survivor or survivors, successor or successors in said trust, and their assigns, in case of such default, at their or his discretion, may, or on the written request of the holders of at least one half of the bonds then unpaid, *shall* cause either the whole of said premises, or, at their discretion, so much thereof as shall be necessary to pay and discharge the principal and interest of all such said bonds as may then be unpaid as aforesaid, and whether the same have matured or otherwise, to be sold at public auction, in the city of New York, or in the city of Chicago in the said State of Illinois, giving at least sixty days' notice of the time, place, and terms of said sale by publishing the same in two daily newspapers in each of the cities aforesaid, and shall execute to the purchaser or purchasers a good and sufficient deed of conveyance, in fee simple, for the same, which shall be a bar against the party of the first part, their successors and assigns, and all persons claiming under them, of all rights, interests, or claims in or to said premises or property so sold and conveyed, or any part thereof. And it is further agreed, that at any sale as aforesaid of the whole or any part of the premises by the said trustees, they may, if they think it for the interest of the bondholders, become bidders and purchasers of the same, *provided* they shall not bid or pay therefor a sum that shall exceed the amount due, and to become due, to said bondholders, and upon such purchase, the premises which shall be sold shall be thenceforth held in trust for said bondholders in proportion to their respective debts or claims against said corporation.

And the said trustee or trustees shall, in case they do not buy the same for account of the bondholders as above provided, after deducting from the proceeds of said sale the cost and expenses thereof and of managing such property, apply so much of the proceeds as may be necessary to the payment, as aforesaid, of the said principal, and of the interest due or unpaid on said bonds, and shall restore and pay the residue thereof, if any there shall be, to the party of the first part; it being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement, or extension laws, by said party of the first part, nor any injunction or stay of proceedings to be applied for or obtained by them, to prevent such entry or sale as aforesaid.

And it is hereby expressly understood and declared, that in case the said parties of the second part, their survivors or successors, should for any reason omit to avail themselves of any such neglect or default as aforesaid, of the party of the first part, that such omission shall not in any manner prejudice or impair the rights and remedies of the said parties of the second part, the survivor or survivors, successor or successors, or assigns, to avail themselves of any other or further neglect or default of the said party of the first part.

And the said party of the first part hereby covenants and agrees, for the consideration aforesaid, at any time or times hereafter, to execute and deliver any further reasonable and necessary conveyance of the premises, or any part thereof, to the parties of the second part, or to their survivors, successors, or assigns, for the more effectual vesting the premises hereby granted, or intended to be, in said parties of the second part, and for more fully carrying into effect the object hereof, particularly for the conveyance of any property subsequently to the date hereof acquired, by the party of the first part, and comprehended in the description contained in the premises as by the said party of the second part, the survivor, successor, or assigns, or their counsel learned in the law, shall be reasonably advised or required.

And the said party of the first part hereby covenants as aforesaid, that the money borrowed for the purpose aforesaid, upon the security of the said bonds, shall be faithfully applied in the manner and for the purposes aforesaid.

And the said party of the first part further covenants and agrees, for the consideration aforesaid, that for the further security of said bonds authorized to be issued hereunder, and secured hereby, they will annually, on the first day of January in every year, until the principal of said bonds shall be fully paid, set apart from the earnings of said road for the preceding year, after first paying the necessary expenses of running and maintaining said road, and deposit in such bank or other safe place of deposit as shall be designated by the parties of the second part, a sum of money that shall be sufficient, with the accumulation thereon at an interest of seven per cent annually, to pay the entire principal of the said amount of the fourteen hundred and eighty-two bonds to be issued under this mortgage for sale, on or before the maturity of said bonds, and all other bonds

issued in exchange for others pursuant hereto, provided the same shall be so exchanged within five years from the date of this instrument, and on all bonds which may be issued for the construction of the said road from Aurora to Chicago, or for other purposes, as is provided herein; and that the said sinking fund or sum so set apart, as soon as practicable thereafter, shall be invested by the company, under the approval of said trustees, in the purchase of the bonds issued under this mortgage, for the payment of which said sinking fund shall be set apart, so long as the same can be purchased at or under ten per cent above par; and when they cannot be purchased at or under that price, then the said sum shall be invested in any of the bonds secured by mortgage, on any part of the property which can be purchased at the same or a less rate; or if neither can be purchased at that rate, then, at the discretion of said second parties and the said company, either in the said bonds of the company at the current rate, or in other securities; but such other securities shall, under the approval of said trustees, be resold whenever it can be advantageously done for the purpose of buying the said bonds of the company; and the said bonds and coupons of the company, when so purchased by the company, for the use of said sinking fund, shall, as soon as purchased, be cut and cancelled, and thereupon returned annually to said trustees, their survivors, successors, or assigns, to be retained by them.

And it is expressly understood, that the bonds of the company to be purchased for said sinking fund and cancelled shall be, upon notice published at least one month, inviting proposals from holders, for sale to the company for that purpose, and the lowest bid shall be accepted; said notice to be published both in Boston and New York newspapers.

It is hereby expressly declared, that this mortgage is made subject to the prior mortgages above described and stated, executed upon the Central Military Tract Railroad and the Chicago and Aurora Railroad, except as to the line to be constructed from Aurora to Chicago and its appendages, and the Chicago depot grounds not covered by said mortgage, and as to which this will be and is a first mortgage; but it also is expressly understood and agreed, that the holders of the bonds issued under those mortgages may at any time not less than one year before the maturity thereof, deliver them up to the company and receive in exchange therefor the bonds to be issued under this mortgage, which, for such as are now convertible into stock, shall be convertible for the period of ten years from the date hereof, in the same manner as in the existing bonds is prescribed for those which are convertible; and this agreement shall also apply to the said bonds of the companies (late so known) not secured by those mortgages, or either of them.

It is further understood and expressly agreed, by the parties hereto, that if all of the bonds secured by either or both of the said two second mortgages shall be cancelled, or surrendered up and exchanged, then either or both of the said second mortgages, respectively, shall be taken and deemed to be extinguished; and if the bonds, both of the first and second mortgages, shall be all converted, surrendered up, or exchanged, or become cancelled by purchase or otherwise, then both the said first and second mort-

gages shall be taken to be, and be extinguished, and the said bonds shall be secured to be paid by this mortgage alone, but in no other case.

It is, however, further in like manner agreed, that unless all of the bonds secured by the said second mortgages shall become thus extinguished, all those which shall be surrendered to the company, in exchange for bonds issued under this indenture, shall be held by the said trustees as collateral security for the bonds which shall be issued hereunder, and the said trustees shall be, to the extent of the bonds so exchanged, bondholders under the said second mortgages, but always in trust for the benefit of the holders of the bonds secured by this indenture. And in like manner, unless all the bonds, both of the said first and second mortgages, shall be extinguished or exchanged, then all the bonds under the said first mortgages which may be exchanged, as herein provided, for bonds under this mortgage shall be held by said trustees as collateral security, and they shall be the holders of said bonds; but as trustees as above provided, for the holders of bonds issued hereunder and for their benefit.

And all said bonds, both of the first and second mortgages, when so exchanged, shall be specially indorsed by the company before delivery to the said trustees, stating the said exchange and the purposes for which they are to be thenceforth held, and in such a way and manner that they can never thenceforth be negotiated or sold, or pass into the hands of any other parties in good faith so as in any manner to endanger their safety; it being the intention that the said first and second mortgages shall continue and remain valid and effectual securities for the payment of the moneys secured to be paid thereby, except in the sole case that the said bonds shall all, in the manner above mentioned, be surrendered and exchanged, or shall be so surrendered and exchanged, in such a manner and to such an extent that with those paid, the entire amount thereof shall have ceased to be outstanding; in which case all of said mortgages shall be deemed and taken to be extinguished, and this shall constitute the only mortgage upon the property herein described. And it is further agreed, that in case any of said outstanding bonds shall not, by the holders thereof, be exchanged for the new bonds hereby proposed to be issued, within the period hereinbefore set forth, being one year before their maturity, that thereupon the remaining bonds, intended as aforesaid for the purposes of said exchange, may be issued and disposed of by said corporation, to enable them to pay such outstanding bonds at maturity. And it is further expressly agreed and understood, that none of the bonds to be issued under this indenture shall be so issued and countersigned by the said trustees, until and unless they shall be satisfied that the same are required to be issued, according to the true intent of the provisions hereof; and further, that no part of said bonds, except those provided to be used in exchange for outstanding bonds, and for raising four hundred thousand dollars in money towards paying the floating debt, shall be issued or countersigned by said trustees, without the consent of a majority of the stockholders in interest at any annual meeting, or at any called meeting of the stockholders for the purpose, of which meeting at least six weeks' notice has been given, or the consent in writing of a majority of the stockholders in interest, after a circular has

been sent out to the stockholders, stating the necessity for, and asking liberty to make such issue.

And it is expressly understood and agreed, that the bonds to the amount of one million of dollars, which are authorized to be issued under this mortgage, shall be applied solely and only to the construction of the road from Aurora to Chicago and its appurtenances, unless said road shall be built by other means, and that none of said bonds shall be issued or sold until it shall be deemed expedient to undertake said construction, and then specially for that purpose, unless said road shall be built by other means; in which event they may be issued and disposed of as hereinbefore provided.

And it is hereby mutually agreed, and these presents are upon this express condition, that on payment of principal and interest of all said bonds, the estate hereby granted to said second parties, their survivors, successors or assigns, shall be void, and the right of the premises hereby conveyed shall revert and revest in the party of the first part, without any acknowledgment of satisfaction, reconveyance, or any other act.

And it is mutually agreed, that the said parties of the second part shall only be accountable for gross neglect or wilful default in the management hereof, and shall not be responsible for the acts of each other, or of agents employed by them, when such agent is selected with reasonable discretion; that when bonds are exchanged, as herein contemplated, the new bond shall be countersigned by said parties of the second part, their successors or assigns, or a majority thereof, and that the parties of the second part shall be entitled to a reasonable compensation for any labor and service performed by them in the discharge of this trust.

And it is further agreed, by and between said parties, that whenever a vacancy among said parties of the second part, or their successors, shall occur, by death or resignation, or inability to discharge the duties of said trust, the remaining person or persons, parties of the second part, shall immediately proceed and make an appointment of a successor or successors from among the holders of said bonds or obligations, by indorsing such appointment, in writing, upon one part of this indenture; and the person or persons so appointed shall indorse his acceptance of such appointment upon this indenture, and thereupon such person or persons shall become one of the party or parties of the second part, with the same powers and duties as if he or they had been originally such parties of the second part; and the surviving or remaining parties of the second part shall, by appropriate instruments, vest in the party or parties so appointed the necessary legal estate and interest, to enable them to execute said trust. And in case said vacancy shall not be filled within sixty days from the occurrence thereof, by said remaining trustee or trustee, as aforesaid, then and thereupon such vacancy may be filled by the parties of the first part, from among the holders of said bonds, in the manner aforesaid, such bondholder or bondholders, so chosen as last aforesaid to fill such vacancy, to be the *bona fide* owner of not less than twenty thousand dollars ($20,000) of said bonds at par.

All such resignations so made as aforesaid shall be in writing, indorsed hereon, or on a duplicate original copy hereof, and signed by the party so

resigning; and any such disability certified hereon by the remaining trustee or trustees, and confirmed by the vote of the directors of the party of the first part, shall be taken and deemed to be conclusive in the premises.

And it is further mutually agreed, by the parties of these presents, that if in the event of the resignation or inability of either of said trustees, ascertained as aforesaid, and before the appointment and acceptance of a successor to such trustee, there shall remain two trustees, qualified to act, and it shall become necessary or expedient, in their judgment, that any act within the scope of the duty of said trustees should be performed, the same shall and may be performed by said two remaining trustees; and further, that in relation to all the duties herein provided to be performed by said three trustees, the same may, except where other provision is expressly made herein, be executed and performed by a majority of said trustees, after a meeting or consultation of all said trustees.

And the said parties of the second part do hereby severally accept the trust herein mentioned, and severally covenant faithfully to administer and execute the same.

In witness whereof, the said parties of the first part have caused the corporate seal of said company to be hereto affixed and to seven other original indentures of the same tenor in all respects, and the same to be signed by Isaac H. Burch, director, & one of the executive committee (John Van Nortwick, their president, being ill), and Amos T. Hall, their treasurer, both for that purpose duly authorized, the day and year first above written.

And the said parties of the second part have affixed their seals and signatures hereto, and to said seven other original indentures.

[Seal]

ISAAC H. BURCH,
Director, & one of the Executive Committee of the Chicago, Burlington & Quincy Railroad Company.

AMOS T. HALL,
Treasurer Chicago, Burlington & Quincy Railroad Company.

R. B. FORBES. [L. S.]
J. N. A. GRISWOLD. [L. S.]
EDWD. L. BAKER. [L. S.]

J. R. VALENTINE,
Witness to signature of Isaac H. Burch & Amos T. Hall.

GEO. SUMNER,
Witness to signatures of R. B. Forbes & E. L. Baker.

E. J. HALE,
Witness to signature of J. N. A. Griswold.

STATE OF ILLINOIS,
COOK COUNTY, } ss.
CITY OF CHICAGO.

This may certify, that on this the twelfth day of January, A. D. 1858, before me, John R. Valentine, notary public, personally appeared Isaac H. Burch, director, and Amos T. Hall, treasurer of the Chicago, Burlington and Quincy Rail Road Company, personally known to me to be the director and treasurer of said company, and whose signatures are attached to the foregoing instrument as such director and treasurer, and being duly sworn, do depose and say, that they were director and treasurer of said company, respectively, at the date of the execution of the foregoing instrument, and are still such director and treasurer, respectively, and that said instrument was executed by and under a resolution of the board of directors of the said company, and that under and by virtue of said resolution, the seal of said company has been affixed to the said instrument by them, and that the seal thereto attached is the seal of said company, and that they did then and there acknowledge that the said seal was affixed thereto, and that the said indenture was executed and was delivered by the said company as aforesaid, acting through them by virtue of the said resolution, as the free act and deed of the said company, and for the uses and purposes therein expressed, and that the said seal is the seal of the said company, and that the said signatures are their signatures, as said director and treasurer, respectively, and that said instrument is the deed of said company.

In witness whereof, I have hereto set my hand and official seal.

[Seal] J. R. VALENTINE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KENDALL	January 13, 1858	T	280
BUREAU	January 15, 1858	26	500
KNOX	January 15, 1858	8	97
HENRY	January 16, 1858	36	44
KANE	January 16, 1858	55	128
DEKALB	January 19, 1858	11	418

I hereby resign my position as a Trustee under the foregoing mortgage.
Boston, 10th m. 14, 1864.

EDWD L. BAKER.

We the undersigned, the remaining Trustees named in the foregoing mortgage, do hereby appoint John W. Brooks as Trustee for the Bondholders under the within mortgage, in place of Edward L. Baker resigned.
Boston, Nov. 10, 1864.

R. B. FORBES.
J. N. A. GRISWOLD.

I hereby accept the appointment of trustee under the foregoing mortgage.
Boston, Nov. 10, 1864.

J. W. BROOKS.

I hereby resign my trusteeship under the foregoing mortgage.
Milton, April 21, 1880.

R. B. FORBES.

We the undersigned remaining trustees under the foregoing mortgage, hereby appoint William J. Ladd Trustee for the Bondholders, in the plaec of Robert B. Forbes resigned.
Boston, August 28th, 1880.

J. W. BROOKS.
J. N. A. GRISWOLD.

I hereby accept the appointment of Trustee under the foregoing mortgage.
Boston, Sept. 3, 1880.

WM. J. LADD.

I hereby resign as a Trustee under the foregoing mortgage.
Wilton, May 16, 1881.

J. W. BROOKS.

We, the undersigned, remaining Trustees under the foregoing mortgage hereby appoint Henry Parkman Trustee thereunder, in place of J. W. Brooks resigned.
Aug. 4, 1881.

J. N. A. GRISWOLD.
W. J. LADD.

I, hereby accept the appointment of Trustee under the foregoing mortgage.
Boston, Aug. 4th, 1881.

HENRY PARKMAN.

RELEASE, December 31, 1885, John N. A. Griswold, W. J. Ladd and Henry Parkman, Trustees, to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made and entered into this thirty first day of December A. D. 1885, by and between John N. A. Griswold of the city of Newport, and State of Rhode Island, and W. J. Ladd and Henry Parkman of the city of Boston and State of Massachusetts, successors in trust to Robert B. Forbes and Edward L. Baker, respectively, duly appointed such successors under and in accordance with the terms of the Trust Mortgage hereinafter mentioned, parties of the first part; and, The Chicago, Burlington and Quincy Railroad Company, a corporation organized and existing under the Laws of the State of Illinois, party of the second part.

Witnesseth: That Whereas, on the First day of January, 1858, the said party of the second part executed to the said Robert B. Forbes, J. N. A. Griswold and Edward L. Baker, Trustees therein, its Trust Mortgage covering all the property of said Railroad Company in the State of Illinois, then owned or thereafter to be acquired including all the rights, privileges and franchises of said railroad Company, in and to the same, which said

Trust Mortgage secured an issue of Bonds of One Thousand Dollars each, to the total amount of Five Millions of Dollars, bearing date January First, 1858, running twenty-five years to maturity, bearing interest at eight per cent. per annum, payable semi-annually, both principal and interest payable in the City of New York, and

Whereas, the party of the second part, has purchased, taken up and retired the entire issue of said five millions of bonds together with all of the coupons originally attached to the same and the entire indebtedness secured by said Trust Mortgage is fully paid and discharged, and the said Company has in all other respects fully. complied with the provisions of said Trust Mortgage.

Now Therefore, the said parties of the first part for and in consideration of the sum of One Dollar to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have remised, released, quit-claimed and conveyed, and by these presents do remise, release, quit-claim and convey, unto the party of the second part, its successors and assigns, all the railroad, equipment, appurtenances and other property of said Railroad Company, situated, lying and being in the State of Illinois, which were conveyed and intended to be conveyed in Trust to said Forbes, Griswold and Baker by said Trust Mortgage, including right of way and land acquired thereby, together with the superstructure thereon and subsequently procured therefor, rails, bridges, viaducts, fences, depot grounds and buildings thereon, including the depot grounds at Chicago, engines, tenders, cars, tools, machinery, contracts and all other personal property, right thereto or interest therein, and all franchises, rights and privileges pertaining to said road and its appurtenances and said depot grounds in Chicago aforesaid, meaning and intending to release and convey hereby unto the said second party, its successors and assigns, all the railroad, premises, property, equipment, appurtenances and all other property, both real and personal, rights, privileges and franchises which were conveyed in Trust to said Forbes, Griswold and Baker by the Trust Mortgage herein above mentioned.

To Have and To Hold the same premises and every part thereof with the appurtenances, rights, privileges and franchises unto the said party of the second part, its successors and assigns, forever.

In Witness Whereof, the said John N. A. Griswold, W. J. Ladd and Henry Parkman as such trustees, have hereunto set their hands and seals on the day and year first above written.

J. N. A. Griswold [SEAL]
W. J. Ladd [SEAL]
Henry Parkman [SEAL]

State of Massachusetts, }
County of Suffolk. } ss.

I, Woodward Emery, a Notary Public in and for the county of Suffolk, in the state aforesaid, Do Hereby Certify, that John N. A. Griswold, W. J. Ladd and Henry Parkman, trustees, personally known to me to be the same persons whose names have been subscribed to the foregoing instrument

and to be such trustees, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such trustees for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this first day of July A. D. 1886.

[SEAL] WOODWARD EMERY,
Notary Public.

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TRUST MORTGAGE, September 1, 1860.

THE CHICAGO, BURLINGTON AND QUINCY RAIL ROAD COMPANY
to
HANS REIMER CLAUSSEN, SIDNEY BARTLETT, AND CHARLES G. LORING,
Trustees.

This mortgage covers the Chicago, Burlington and Quincy Railroad (subject to the mortgage of Jan. 1, 1858, for $5,000,000), and secures an issue of bonds amounting to $1,200,000. These bonds are dated July 1, 1860, have thirty years to run, bear interest at the rate of four and one half per cent for the first fifteen years, and thereafter at the rate of four per cent, payable semi-annually, and mature July 1, 1890.

This Indenture, made this first day of September, A. D. 1860, between the Chicago, Burlington and Quincy Railroad Company, a corporation duly constituted as such under the laws of the State of Illinois, party of the

first part, and Hans Reimer Claussen, of Davenport, in the State of Iowa, Sidney Bartlett and Charles G. Loring, of the city of Boston, State of Massachusetts, trustees of such bondholders of the first mortgage on the Northern Cross Railroad Company, who have entered or shall hereafter enter into an agreement bearing date June 4, 1860, hereinafter stated, parties of the second part:—

Whereas, in accordance with a special law, passed by the Legislature of the State of Illinois, for the benefit of the Chicago and Aurora, the Central Military Tract, and Northern Cross Railroad Companies, and approved January 16, 1855, and also agreeably to a general law passed by the Legislature of the State of Illinois, and approved February 12, 1855, for the purpose of aiding in the construction and operation of the Northern Cross road, an agreement was executed bearing date January 1, 1855, between the Northern Cross Railroad Company, of the first part, the Central Military Tract Railroad Company, of the second part, the Chicago and Aurora Railroad Company, of the third part, and John M. Forbes, John Eliot Thayer, and Louis A. von Hoffman, as trustees of the bondholders of the second mortgage on the Northern Cross Railroad, of the fourth part; by which agreement it was covenanted between said parties of the second, third, and fourth parts, that certain bonds issued by said parties of the first part, amounting to one million of dollars capital, and secured by a second mortgage on said Northern Cross Railroad, connecting at Galesburg with the two other roads above mentioned, should be purchased by each party of the second and third parts, from and after the first day of January, 1857, to the amount of twenty-five thousand dollars semi-annually, so long as said bonds can be purchased at par, upon certain terms and in manner as is more fully stated in said contract, to which reference is hereby made. *And whereas,* the said parties of the second and third parts, now legally consolidated under the name of the Chicago, Burlington and Quincy Railroad Company, have bought, in assumed compliance with said contract of January 1, 1855, of said Northern Cross second mortgage bonds, the amount of nearly two hundred thousand dollars. *And whereas,* the validity of said contract has been controverted by said company, and an injunction has been issued restraining the Chicago, Burlington and Quincy Railroad Company from buying any more bonds in accordance with said contract of January 1, 1855. *And whereas,* a compromise has been made with certain of the holders of said second mortgage Northern Cross Railroad Company's bonds, by which compromise the Chicago, Burlington and Quincy Railroad Company agrees to buy the bonds of said bondholders, who have consented, or will consent, to said compromise, made at Frankfort-on-the-Main, June 4, 1860, in the manner therein set forth.

Whereas, by such purchases, the said Chicago, Burlington and Quincy Railroad Company has acquired a right of redeeming the first mortgage created on said Northern Cross Railroad.

And whereas, the manner of purchasing or redeeming said first mortgage, and also of paying for the said second mortgage bonds has been agreed upon in said contract of June 4, 1860, between the representatives of the owners of certain of said bonds of the one part, and the Hon. Charles H.

Warren, as attorney in fact for the Chicago, Burlington and Quincy Railroad Company, of the second part, which said contract of June 4, 1860, has been unanimously approved by the directors of said company, has also been ratified by a majority of all the stockholders of the same, in a meeting duly notified and held at Chicago, August 24, A. D. 1860, and is conceived in the following terms:—

"An agreement made this 4th day of June, 1860, between such holders of the first and such holders of the second mortgage bonds of the Northern Cross Railroad Company as become parties hereto, of the first part, and the Chicago, Burlington and Quincy Railroad Company, of the second part.

I. NORTHERN CROSS FIRST MORTGAGE.

§ 1. The party of the second part agrees to buy all the Northern Cross first mortgage bonds which are held by the bondholders parties hereto, at par of the principal, and to pay therefor in bonds of the Chicago, Burlington and Quincy Railroad Company, which bonds are to be payable in thirty years from the first July, 1860, with coupons attached. The interest on these bonds is to be paid half yearly, and is to be as follows: for the first fifteen years, four and a half per cent per annum, and for the second fifteen years, four per cent per annum.

§ 2. These bonds are to be secured by a mortgage upon the said Chicago, Burlington and Quincy road, which mortgage is to be for the sum of $1,200,000, the party of the second part stipulating that no bonds are to be issued under said mortgage excepting in exchange for first mortgage bonds of the Northern Cross Railroad; and further stipulating that the whole amount of mortgage debt of the Chicago, Burlington and Quincy road, and of the Central Military Tract Railroad, and of the Chicago and Aurora Railroad, united, having precedence of the mortgage hereinbefore agreed to be given, shall not exceed the sum of $5,000,000.

§ 3. On the first day of July, 1876, the party of the second part agree to pay the sum of $25,000, for the redemption of their said bonds at par, and thereafterwards at least the same sum semi-annually, for the like purpose; but the whole loan to be redeemed on or before the first July, 1890, agreeably to § 1,—these amounts, as well as the coupons of the new bonds, to be paid to Messrs. John Goll & Sons, in Frankfort, at fl. 2.24 kr. per dollar, and their receipts therefor are to be a full discharge to the mortgagors.

§ 4. All past due coupons of the first mortgage bonds on the Northern Cross Railroad are to be given up and delivered to the Chicago, Burlington and Quincy road, except that they are to be held as collateral security with said bonds in the manner hereinafter provided.

§ 5. As collateral security for the payment of said bonds hereby agreed to be given, the present first bonds now holden by the parties hereto of the first part are to be deposited with the New York Life and Trust Company; and upon the failure of the Chicago, Burlington and Quincy road to comply with any of the conditions of this contract, said bonds are to be at the disposal of the present holders thereof, or their respective assigns or successors.

§ 6. As the coupons of the new bonds are paid, the depositary is to deliver to the Chicago, Burlington and Quincy road the corresponding coupons of the bonds so lodged as collateral.

§ 7. The present trustees of the Northern Cross bondholders are not in any manner to interfere with any of the bonds so deposited, until a breach of this contract on the part of the party of the second part; and until such breach, the said party of the second part are to exercise all the rights of ownership of said deposited bonds, for the purpose of taking possession of said Northern Cross Railroad, of foreclosing the mortgage on the same if they deem it expedient, and for any other purpose not inconsistent with the security intended to be provided for by this contract.

§ 8. If the parties of the second part should, by any means, become the owners of the Northern Cross road, then they will issue their bonds, bearing an interest of 8 per cent, corresponding in time of payment with the old Northern Cross first mortgage bonds, and in amount with the new bonds hereinbefore provided for, then not redeemed,—which 8 per cent bonds are to be secured by a first mortgage on the Northern Cross road, and to be deposited as collateral security as aforesaid, in lieu of the old Northern Cross 8 per cent bonds. This first mortgage not to be more than required for this special purpose.

§ 9. Should the Northern Cross road be purchased by parties other than the Chicago, Burlington and Quincy road, that portion of the purchase money which would be applicable to the bonds deposited as collateral security as aforesaid shall be paid to the trustees under the mortgage provided for in the first clause hereof, and be by them invested, and with its accumulations await the maturity of said bonds.

§ 10. If this purchase money should be less than thirty per cent of the new bonds mentioned in said first clause then unredeemed, the Chicago, Burlington and Quincy road will make up that amount by paying the difference to the trustees, to be invested as aforesaid.

§ 11. It is understood and hereby expressly agreed that any change of the proprietors of the Northern Cross road shall not alter or diminish any of the obligations of the Chicago, Burlington and Quincy road arising out of this contract.

§ 12. It is agreed that any vacancy occurring among the present trustees under the first and second mortgage of the Northern Cross road shall be filled by agreement between the remaining trustee or trustees and the Chicago, Burlington and Quincy road; or if they cannot agree, the depositary aforesaid shall fill said vacancy.

§ 13. As trustees under the new mortgage provided for in the first clause hereof, the bondholders shall appoint one, the Chicago, Burlington and Quincy road shall appoint one, and the two shall appoint the third; or if they cannot agree, the president of the said corporation named as depositary shall appoint the third.

§ 14. The validity of this contract is not to be affected by any outstanding claims against said Northern Cross road, even although such claims may have precedence of all mortgages thereon.

II. NORTHERN CROSS SECOND MORTGAGE.

§ 15. In regard to the holders of second mortgage bonds, parties hereto, the Chicago, Burlington and Quincy road stipulate and agree as follows: that instead of the $50,000 to be paid semi-annually to said second bondholders, according to the terms of the contract of January 1st, 1855, they will pay $25,000 semi-annually; the first payment to be made on the first of January, 1861. Said payment, and all subsequent ones, which are to be made on the first of January and first of July, are to be made to Messrs. John Goll & Sons, at the rate of exchange before named, and their receipt is to be in full discharge,—this sum of $25,000 to be paid if all the second bondholders become parties hereto, and *pro rata* to those who do become parties, if all do not; and these payments are to be made until the whole of the par of the second mortgage bonds held by the parties of the first part hereto are paid.

§ 16. All past due coupons ever attached to the said second mortgage bonds are to be delivered to the Chicago, Burlington and Quincy road. (See § 18.)

§ 17. If for any reason this contract should be defective, or for any reason abrogated, or if the Chicago, Burlington and Quincy road should fail to perform their part of it, then the second bondholders, parties hereto, are to be remitted to all their rights under the contract of January 1, 1855, without any prejudice to such rights from anything herein contained; and with this proviso, the said second bondholders, parties hereto, agree to such modification of said contract of January, 1855.

§ 18. As collateral security for the performance of this contract, the said second mortgage bonds and all their coupons now unpaid are to be deposited with the same depositary, and to be kept upon the same terms and conditions as those hereinbefore provided for in regard to the first; and in case the Chicago, Burlington and Quincy road become the owners of the Northern Cross road, they are to give a new second mortgage thereon, and coupons (like § 8) to secure said bonds. This second mortgage is not to be more than is necessary for this special object.

§ 19. Should any bondholders not parties to this contract obtain, directly or indirectly, by reason of any voluntary agreement or bargain to be made by the Chicago, Burlington and Quincy road, any better conditions than those hereby made with the parties hereto, for the same description of bonds, then the said road and its successors shall be bound in honor and in law to keep the parties hereto not worse off than the most favored bondholders of their class respectively.

§ 20. The Chicago, Burlington and Quincy road shall not be held to be in default in regard to any payment provided for by this contract, till the expiration of thirty days from the time named for such payment; but if there be any delay, even for the thirty days, interest at the rate of six per cent per annum is to be paid by them.

§ 21. Should the said depositary resign that trust, or should the parties parties hereto desire to change said depositary, or should the trustees of the new bonds be of opinion that the interest of either party requires such change, then the said trustees may appoint a new depositary.

§ 22. In case of the dissolution of the firm of John Goll & Sons, the bondholders shall name some other person in Frankfort, to whom the payments hereinbefore provided for shall be made, in lieu of said Goll & Sons.

§ 23. As the Chicago, Burlington and Quincy road makes payments of the new bonds to be issued as herein provided, a corresponding amount of the first bonds lodged as collateral, with coupons, is to be delivered to them, and until they are so delivered the said road shall not be obliged to make further payments. And as to the second mortgage bonds, before they shall be redelivered to the parties hereto in consequence of a failure of the Chicago, Burlington and Quincy road to fulfil this contract, all sums that shall have been paid shall be credited and indorsed on the bonds accordingly.

§ 24. The Chicago, Burlington and Quincy road agree to make the following payments:—

a. To pay the balance due upon the former drawings of $200,000 of the second mortgage bonds, which is now in arrear.

b. To pay to John Goll & Sons $1,625 on account of expenses to which the sceond mortgage bondholders are subjected.

c. To pay the fees of the gentleman of the law who shall draw out a contract upon the basis hereby established (if such further instruments shall be deemed necessary by the parties of the first part).

§ 25. When this contract is finally executed, all the bonds held by the parties thereto are to be stamped or marked as follows: 'Subject to the contract of June the fourth, 1860.'

§ 26. The new bonds and coupons of the Chicago, Burlington and Quincy road are to be dated July first, 1860, and sent to John Goll & Sons on or before November first, 1860; whereupon they are to deliver to the depositary the present bonds, according to the foregoing agreement.

§ 27. No bondholders to be allowed to become a party to this agreement after the first of August next, except by the consent of the Chicago, Burlington and Quincy road.

§ 28. Whenever in this contract the Northern Cross Railroad is mentioned, the road now called the Quincy and Chicago road is intended.

§ 29. The first bondholders, parties hereto, hereby nominate and appoint Dr. H. R. Claussen, attorney at law, notary public and justice of the peace at Davenport, Iowa, as the trustee under the new bonds, to be named by them as provided in Article 13.

§ 30. The parties of the first part will, simultaneously with the execution hereof, give to Charles H. Warren, Esq., a list of the numbers of the bonds they represent.

In witness whereof, all the parties aforesaid have interchangeably set their hands to this German and English version hereof."

Now, therefore, this indenture witnesseth that the said party of the first part, in order to secure the payment of one million and two hundred thousand dollars principal, and interest thereon, or such part thereof as may belong to persons who have or may become parties to said contract of June 4, 1860, for the benefit of the bondholders of the first mortgage on the Northern Cross Railroad, and in consideration of the sum of one dollar paid at the sealing and delivering of this instrument by the said parties of

the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred, and conveyed unto the said parties of the second part (who hereby accept the trust herein contained), and to the survivor or survivors, and successor or successors in the said trust or assigns, their railroad now in operation from the junction of the Galena and Chicago Union Railroad (at a point about thirty miles from Chicago), to Galesburg, in the State of Illinois, a distance of about one hundred and thirty-nine miles, to the point of the junction with the Peoria and Oquawka Railroad, with all the appurtenances now thereto belonging, and hereafter to be acquired, including the right of way and land occupied, acquired and to be acquired thereby, together with the superstructure thereon, or to be constructed thereon or procured therefor, inclusive of the iron rails, equipments, and superstructure purchased or to be purchased therefor, bridges, viaducts, fences, depot grounds and buildings thereon, including the depot grounds at Chicago, engines, tenders, cars, tools, machinery, and all other goods and chattels, right thereto or interest therein, and all the franchises, rights, and privileges of the said party of the first part in and to and concerning the said railroad, constructed or to be constructed, and its appurtenances and said depot grounds: but nothing herein contained shall be construed to prevent the party of the first part from selling, hypothecating, or disposing of land or any other property of the said company, not necessary to be retained for their roadway or depot grounds, nor required for the construction or convenient use of said road; nor from collecting moneys due the company: *provided*, that no default shall have been made in the payment of the interest and of the payments upon the principal due to the bondholders herein mentioned.

And it is distinctly agreed and understood that said railroad, property and estate, rights and franchises, of whatever nature, hereby conveyed, are subject to a mortgage heretofore made by said Chicago, Burlington and Quincy Railroad Company to R. B. Forbes, J. N. A. Griswold, and E. L. Baker, by indenture bearing date January 1, 1858, under which said railroad company have issued, and are authorized to issue hereafter, bonds or other obligations to the extent of five millions of dollars, for the purpose, among other things, of extinguishing prior mortgages upon said road made by the Central Military Tract and Chicago and Aurora Railroad Companies, and this conveyance is made subject to the right of said Chicago, Burlington and Quincy Railroad Company to issue said bonds for five millions of dollars: *provided*, that the amount of all the incumbrances on the road prior to this mortgage shall in no event exceed five millions of dollars, and provided also, that on the premises aforesaid no new incumbrance shall be created giving priority to this mortgage.

And it is understood and agreed that the bonds issued under this mortgage shall be countersigned by the trustees, or a majority of them.

To have and to hold the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, the survivor or survivors of them and assigns, upon the following trusts, that is to say: In case the party of the first part shall fail to pay the principal, or any part thereof, or any of the interest on any of the said bonds issued or to

be issued under this indenture, at any time when the same may become due and payable, or any other interest due according to the said contract of June 4, 1860, then, after thirty days from such default, upon request of the holder or holders of any of such bonds, the said parties of the second part, the survivor or survivors, or the successor or successors of them in the said trust, or their assigns, shall have power to enter into and upon, and to take possession of all or any part thereof of the said railroad, and all and singular the property and effects hereby conveyed; and as the attorney in fact, or agent of the said party of the first part, by themselves or agent, or substitute duly appointed, to have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto; and after deducting the expense of such use, repairs, alterations, and additions, and indemnifying themselves from all loss, damage, or liability arising in their management of said road, and their own reasonable compensation, apply the proceeds thereof to the payment of the interest and principal of all said bonds remaining unpaid, whether the said bonds shall have fallen due or otherwise.

And the said parties of the second part, the survivor or survivors, successor or successors in said trust, and their assigns, in case of such default, at their or his discretion, may, or on the written request of the holders of at least one half of the bonds then unpaid, *shall* cause either the whole of the said premises subject to said prior mortgages, or at their discretion so much thereof as shall be necessary to pay and discharge the principal and interest of all such said bonds as may then be unpaid as aforesaid, and whether the same have matured or otherwise, to be sold at public auction, in the city of New York, or in the city of Chicago, in the said State of Illinois, giving at least sixty days' notice of the time, place, and terms of said sale, by publishing the same in two daily newspapers in each of the cities aforesaid, and shall execute to the purchaser or purchasers a good and sufficient deed of conveyance, in fee simple, for the same, which shall be a bar against the party of the first part, their successors and assigns, and all persons claiming under them, of all rights, interests, or claims in or to said premises or property so sold and conveyed, or any part thereof. And it is further agreed that at any sale as aforesaid of the whole or any part of the premises by the said trustees, they may, if they think it for the interest of the bondholders, become bidders and purchasers of the same, provided they shall not bid or pay therefor a sum that shall exceed the amount due, and to become due, to said bondholders; and upon such purchase, the premises which shall be sold shall be thenceforth held in trust for said bondholders, in proportion to their respective debts or claims against said corporation, but subject to all expenses and compensation as aforesaid.

And the said trustee or trustees shall, in case they do not buy the same for account of the bondholders as above provided, after deducting from the proceeds of said sale the cost and expenses thereof, and of managing such property, and their own reasonable compensation, apply so much of the proceeds as may be necessary to the payment, as aforesaid, of the said principal, and of the interest due or unpaid on said bonds, and shall restore and pay the residue thereof, if any there shall be, to the party of the first

part; it being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement, or extension laws, by said party of the first part, nor any injunction or stay of proceedings to be applied for or obtained by them, to prevent such entry or sale as aforesaid.

And it is hereby expressly understood and declared that in case the said parties of the second part, their survivors or successors, should for any reason omit to avail themselves of any such neglect or default as aforesaid, of the party of the first part, that such omission shall not in any manner prejudice or impair the rights and remedies of the said parties of the second part, the survivor or survivors, successor or successors, or assigns, to avail themselves of any other or further neglect or default of the said party of the first part.

And the said party of the first part hereby covenants and agrees, for the consideration aforesaid, at any time or times hereafter, to execute and deliver any further reasonable and necessary conveyance of the premises, or any part thereof, to the parties of the second part, or to their survivors, successors, or assigns, for the more effectual vesting the premises hereby granted, or intended to be, in said parties of the second part, and for more fully carrying into effect the object hereof, particularly for the conveyance of any property subsequently to the date hereof acquired, by the party of the first part, and comprehended in the description contained in the premises, as by the said party of the second part, the survivor, successor, or assigns, or their counsel learned in the law, shall be reasonably advised or required.

And it is hereby mutually agreed, and these presents are upon this express condition, that on payment of principal and interest of all said bonds, the estate hereby granted to said second parties, their survivors, successors, or assigns, shall be void, and the right of the premises hereby conveyed shall revert and revest in the party of the first part, without any acknowledgment of satisfaction, reconveyance, or any other act.

And it is mutually agreed that the said parties of the second part shall only be accountable for gross neglect or wilful default in the management hereof, and shall not be responsible for the acts of each other, or of agents employed by them, when such agent is selected with reasonable discretion; and that the parties of the second part shall be entitled to a reasonable compensation for any labor and service performed by them in the discharge of this trust.

And it is further agreed, by and between said parties, that whenever a vacancy among said parties of the second part, or their successors, shall occur, by death or resignation or inability to discharge the duties of said trust, the remaining person or persons, parties of the second part, shall immediately proceed and make an appointment of a successor or successors, by indorsing such appointment, in writing, upon one part of this indenture, and the person or persons so appointed shall indorse his acceptance of such appointment upon this indenture, and thereupon such person or persons shall become one of the party or parties of the second part, with the same powers and duties as if he or they had been originally such parties of the

second part; and the surviving or remaining parties of the second part shall, by appropriate instruments, vest in the party or parties so appointed the necessary legal estate and interest, to enable them to execute said trust. And in case said vacancy shall not be filled within sixty days from the occurrence thereof, by said remaining trustee or trustees, as aforesaid, then and thereupon such vacancy may be filled by the president of the Farmers' Loan and Trust Company, or the depositary of said bonds.

All such resignations so made as aforesaid shall be in writing, indorsed hereon, and on the duplicate original copies hereof, and signed by the party so resigning; and any such disability certified hereon by the remaining trustee or trustees, and confirmed by the vote of the directors of the party of the first part, shall be taken and deemed to be conclusive in the premises.

And it is further mutually agreed, by the parties of these presents, that if in the event of the resignation or inability of either of said trustees, ascertained as aforesaid, and before the appointment and acceptance of a successor to such trustee, there shall remain two trustees qualified to act, and it shall become necessary or expedient, in their judgment, that any act within the scope of the duty of said trustees should be performed, the same shall and may be performed by said two remaining trustees; and further, that in relation to all the duties herein provided to be performed by said three trustees, the same may, except where other provision is expressly made herein, be executed and performed by a majority of said trustees, after a meeting or consultation of all said trustees.

And the said parties of the second part do hereby severally accept the trust herein mentioned, and severally covenant faithfully to administer and execute the same.

In witness whereof, the said parties of the first part have caused the corporate seal of said company to be hereto affixed, and to seven other original indentures of the same tenor in all respects, and the same to be signed by John Van Nortwick, their president, and Amos T. Hall, their treasurer, both for that purpose duly authorized, the day and year first above written.

And the said parties of the second part have affixed their seals and signatures hereto, and to said seven other original indentures.

[Seal] JOHN VAN NORTWICK, *President.*
AMOS T. HALL, *Treasurer.*

Witnesses.
J. N. DENNISON. HANS REIMER CLAUSSEN. [L. S.]
WILLIAM B. FOWLE, JR. SIDNEY BARTLETT. [L. S.]
CHARLES G. LORING. [L. S.]

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Be it remembered, that on this the twenty-fourth of September, in the year one thousand eight hundred and sixty, before me, Benjamin H. Currier, a commissioner of the State of Illinois, duly appointed to take the acknowledgment and proof of deeds and other instruments to be recorded in

said State of Illinois, and also to administer oaths, dwelling in the city of Boston, personally appeared John Van Nortwick, president, and Amos T. Hall, treasurer of the Chicago, Burlington and Quincy Railroad Company, personally known to me to be the president and treasurer of said company, and whose signatures are attached to the foregoing instrument as such president and treasurer, and being duly sworn, do depose and say, that they were president and treasurer of said company, respectively, at the date of the execution of the foregoing instrument, and are still such president and treasurer, respectively, and that said instrument was executed by and under a resolution of the board of directors of the said company, and that under and by virtue of said resolution, the seal of said company has been affixed to the said instrument by them, and that the seal thereto attached is the seal of said company, and that they did then and there acknowledge that the said seal was affixed thereto, and that the said indenture was executed and was delivered by the said company as aforesaid, acting through them by virtue of the said resolution, as the free act and deed of the said company, and for the uses and purposes therein expressed, and that the said seal is the seal of the said company, and that the said signatures are their signatures, as said president and treasurer, respectively, and that said instrument is the deed of said company.

In witness whereof, I have hereto set my hand and official seal, as such commissioner, at my office, in Boston, in the county of Suffolk and Commonwealth of Massachusetts, on this twenty-fourth of September, A. D. 1865.

BENJAMIN H. CURRIER,
Commissioner for Illinois in Massachusetts.

(Seal)

APPOINTMENT, November 5, 1885, of Henry Parkman, Successor to Chas. G. Loring.

Pursuant to the provisions of the within Trust and Mortgage Deed, Chas. G. Loring, one of the Trustees named therein having deceased Oct. 7, 1867 and no appointment of a successor having been hitherto made by the surviving Trustees and no appointment of such successor having been made by the President of the Farmers Loan & Trust Company, or the depositary of said Bonds, the undersigned, surviving Trustees do now proceed to fill such vacancy, and do hereby appoint Henry Parkman of Boston and State of Massachusetts, as the successor, in said Trust, to the said Chas. G. Loring, deceased, and we have on the day of the date hereof, pursuant to the terms of the Trust Deed, executed and delivered to the said Henry Parkman, an appropriate instrument to vest in him the necessary legal, estate, to enable him with us to execute said Trust.

In testimony whereof, we have hereunto set our hands and seals this fifth day of November, 1885.

SIDNEY BARTLETT [SEAL]
HANS REIMER CLAUSSEN [SEAL]

I, Henry Parkman, who have been appointed Trustee by the foregoing instrument do hereby accept such appointment and agree to execute the powers and duties thereby conferred upon me.

Sealed with my seal this fifth day of November, 1885.

HENRY PARKMAN [SEAL]

CONVEYANCE, November 6, 1885, by Trustees to Henry Parkman, successor to Charles G. Loring.

Know all men by these presents, That, whereas, by a writing endorsed on a trust mortgage between the Chicago, Burlington & Quincy Railroad Company and Hans Reimer Claussen, Sidney Bartlett and Charles G. Loring, Trustees, bearing date the first day of September, 1860, Henry Parkman of Boston, was on the fifth day of November, 1885, appointed by said Claussen and Bartlett, surviving trustees, the successor in said trust to Charles G. Loring, one of said trustees, who was deceased, and said Parkman by endorsement on the same instrument has accepted said appointment and trust.

Now therefore, in order to vest in said Parkman the necessary legal estate and interest to enable him to execute said trust, we, the said Claussen and Bartlett trustees as aforesaid, do hereby remise and convey to said Parkman as such trustee such legal estate in the premises conveyed by said mortgage deed as shall vest in him the power, jointly with us or our survivors to execute the powers conferred on the trustees by said trust deed.

Sealed with our seals this sixth day of November, 1885.

SIDNEY BARTLETT [SEAL]
HANS REIMER CLAUSSEN [SEAL]

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On the 13th. day of November, A. D. 1885, before me, William J. Ladd, Notary Public, in and for said County and State, personally appeared Sidney Bartlett, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his free act and deed.

In testimony whereof I have hereunto set my hand and official seal, the day and year last above written.

[SEAL] W. J. LADD,
Notary Public.

STATE OF IOWA, } ss.
SCOTT COUNTY. }

On this 17th day of November, A. D. 1885, personally appeared before me the undersigned, a Notary Public in and for said county, Hans Reimer Claussen, to me personally known to be the identical person, whose name is affixed to the foregoing Instrument, as one of the grantors & acknowledged the same to be his voluntary act & deed.

Witness my hand & Notarial Seal the date last above written.

[SEAL] ERNST CLAUSSEN,
Notary Public, Scott Co., Iowa.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KNOX	November 30, 1885	124	331
HENRY	December 14, 1885	148	538
BUREAU	January 18, 1886	83	382
LASALLE	January 21, 1886	240	375
KENDALL	February 9, 1886	45	168
DUPAGE	February 23, 1886	28	95
COOK	March 1, 1886	1742	483
KANE	June 20, 1889	245	616
DEKALB	May 18, 1895	57	621

APPOINTMENT, May 1, 1889, of Edward Bangs, Successor to Sidney Bartlett.

Pursuant to the provisions of the within Trust and mortgage-deed, Sidney Bartlett, one of the Trustees named therein having deceased, March 6, 1889, the undersigned surviving Trustees do hereby appoint Edward Bangs of Boston, state of Massachusetts as the successor in said Trust to the said Sidney Bartlett, deceased, and we have on the day of the date hereof, pursuant to the terms of the Trust Deed executed and delivered to the said Edward Bangs, an appropriate instrument to vest in him the necessary legal estate, to enable him with us to execute said Trust.

In testimony whereof, we have hereunto set our hands and seals this first day of May, 1889.

HANS REIMER CLAUSSEN [SEAL]
HENRY PARKMAN [SEAL]

I, Edward Bangs, who have been appointed Trustee by the foregoing instrument do hereby accept such appointment and agree to execute the powers and duties thereby conferred upon me.

Sealed with my seal this eleventh day of May, 1889.

EDWARD BANGS [SEAL]

CONVEYANCE, May 1, 1889, by Trustees to Edward Bangs, Successor to Sidney Bartlett.

Know all men by these presents, That, whereas, by a writing endorsed on a trust mortgage between the Chicago, Burlington & Quincy Railroad Company and Hans Reimer Claussen, Sidney Bartlett and Charles G. Loring, Trustees, bearing date the first day of September, 1860, Henry Parkman of Boston, was on the fifth day of November, 1885, appointed by said Claussen and Bartlett, surviving trustees, the successor in said trust to Charles G. Loring one of said trustees, who has deceased, and said Parkman by endorsement on the same instrument has accepted said appointment and trust, and

Whereas, by a writing on the same trust mortgage, Edward Bangs of Boston was on the first day of May, 1889, appointed by the said Claussen and Parkman, surviving trustees, the successor in said trust to the said

Sidney Bartlett, deceased, and said Bangs by endorsement on the said trust mortgage has accepted said appointment and trust.

Now therefore, in order to vest in said Bangs the necessary legal estate and interest to enable him to execute said trust, we, the said Claussen and Parkman trustees as aforesaid, do hereby remise and convey to said Bangs as such trustee such legal estate in the premises conveyed by said mortgage deed as shall vest in him the power, jointly with us or our survivor to execute the powers conferred on the trustees by said trust deed.

Sealed with our seals this first day of May, 1889.

HANS REIMER CLAUSSEN [SEAL]
HENRY PARKMAN [SEAL]

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On this 2d day of May A. D. 1889, before me, A. G. Stanwood, Notary Public, in and for said county and state, personally appeared Henry Parkman, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his free act and deed.

In testimony whereof I have hereunto set my hand and official seal, the day and year last above written.

A. G. STANWOOD,
Notary Public. [SEAL]

STATE OF IOWA, } ss.
COUNTY OF SCOTT. }

On this 7th day of May, A. D. 1889, before me, Ernst Claussen, Notary Public, in and for said county and state, personally appeared Hans Reimer Claussen, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his free act and deed.

In testimony whereof I have hereunto set my hand and official seal, the day and year last above written.

ERNST CLAUSSEN,
Notary Public, Scott County, Iowa. [SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KANE	June 20, 1889	245	617
KNOX	July 2, 1889	133	357
HENRY	July 22, 1889	165	148
BUREAU	July 25, 1889	89	595
LASALLE	July 29, 1889	260	214
KENDALL	August 19, 1889	M	305
DUPAGE	October 18, 1889	31	369
COOK	November 6, 1889	2732	529
DEKALB	May 18, 1895	57	619

APPOINTMENT, May 29, 1894, of W. W. Baldwin, successor in trust.

Pursuant to the provisions of the within Trust and Mortgage deed, Hans Reimer Claussen one of the Trustees named therein having deceased March 14, 1894, and Edward Bangs another of the Trustees under said Trust and Mortgage, having deceased February 16, 1894, the undersigned surviving Trustee hereby appoints W. W. Baldwin of Burlington, Iowa, as the successor in said Trust to the said Hans Reimer Claussen, deceased, and has on the day of the date hereof, pursuant to the terms of the Trust deed executed and delivered to the said W. W. Baldwin an appropriate instrument to vest in him the necessary legal estate to enable him with said surviving Trustee to execute said Trust.

In testimony whereof I have hereunto set my hand and seal this 29th day of May, 1894.

HENRY PARKMAN [SEAL]

I, W. W. Baldwin, who have been appointed Trustee by the foregoing instrument do hereby accept such appointment and agree to execute the powers and duties thereby conferred on me.

Sealed with my seal this 12th day of May, 1894.

W. W. BALDWIN [SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LASALLE	December 1, 1860	76	12
LASALLE	July 18, 1894	320	323
LASALLE	May 18, 1895	320	564
DU PAGE	December 1, 1860	6	476
DU PAGE	June 16, 1894	37	262
DU PAGE	September 6, 1895	42	54
DU PAGE	September 6, 1895	42	54
DU PAGE	September 6, 1895	42	55
KANE	December 1, 1860	66	101
KANE	June 21, 1894	339	241
KANE	August 31, 1895	354	46
KANE	August 31, 1895	354	46
KENDALL	December 3, 1860	U	643
KENDALL	July 5, 1894	P	44
KENDALL	June 28, 1895	P	93
KENDALL	June 28, 1895	P	93
KENDALL	June 28, 1895	P	96
KEKALB	July 11, 1894	57	439
DEKALB	June 24, 1895	65	243
DEKALB	June 24, 1895	65	244
BUREAU	July 27, 1894	109	363
BUREAU	June 11, 1895	109	543
HENRY	December 3, 1860	53	87
HENRY	August 2, 1894	165	526
HENRY	July 29, 1895	193	64

County	*Date*	*Book*	*Page*
Henry	July 29, 1895	193	65
Knox	December 1, 1860	12	393
Knox	August 7, 1894	64	83
Knox	August 10, 1895	61	494
Cook	September 4, 1894	4884	562
Cook	September 10, 1895	5242	367

RELEASE, April 18, 1895, Henry Parkman and William W. Baldwin, Trustees, to Chicago, Burlington & Quincy Railroad Company.

Whereas, all the bonds issued under and secured by a Trust Mortgage, dated September 1st, 1860, between the Chicago, Burlington and Quincy Railroad Company, and Hans Reimer Claussen, Sidney Bartlett, and Charles G. Loring, Trustees, which bonds became due July 1st, 1890, have been fully paid, and all the agreements in said Trust Mortgage carried out on the part of the Railroad Company; and

Whereas, since the execution of said mortgage, vacancies have occurred in the matter of said trusteeship; and Henry Parkman and Wm. W. Baldwin have been duly appointed Trustees, in accordance with law and the provisions of said mortgage, and are now the sole surviving Trustees thereunder:

Now, Therefore, We, the said Henry Parkman and Wm. W. Baldwin, the present Trustees under said Indenture of Mortgage, do hereby certify that the same has been and is fully paid and satisfied in all respects; and we hereby, as such Trustees, release and discharge the property covered by said mortgage of and from the lien thereof.

In Witness Whereof, We, Henry Parkman and Wm. W. Baldwin, Trustees as aforesaid, have hereunto set our hands and seals as Trustees this eighteenth day of April, A. D. 1895.

Henry Parkman, [seal]
William W. Baldwin, Trustees [seal]

Witness:
D. C. Stanwood to H. P.
H. E. Jarvis to W. W. B.

State of Massachusetts, } ss.
County of Suffolk. }

I, Daniel C. Stanwood, a Notary Public in and for said State, do hereby certify that, on this sixth day of May A. D. 1895, before me, personally appeared Henry Parkman, to me personally known to be the same person who executed the foregoing instrument, and acknowledged that he signed, sealed, and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

[seal] Daniel C. Stanwood,
Notary Public.

STATE OF IOWA,
COUNTY OF DES MOINES. } ss.

I, H. E. Jarvis, a Notary Public in and for said State, do hereby certify that, on this 18th day of April, A. D. 1895, before me, personally appeared Wm. W. Baldwin, to me personally known to be the same person that executed the foregoing instrument, and acknowledged that he signed, sealed, and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

[SEAL.]

H. E. JARVIS,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LASALLE	May 16, 1895	320	563
BUREAU	June 11, 1895	F.	318
DEKALB	June 24, 1895	65	244
KENDALL	June 28, 1895	P.	94
HENRY	July 29, 1895	193	66
KNOX	August 10, 1895	J.	441
KANE	August 29, 1895	352	250
DUPAGE	September 6, 1895	42	55

TRUST MORTGAGE, November 1, 1864.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

to

NATHANIEL THAYER, SIDNEY BARTLETT, AND JOHN W. BROOKS,
Trustees.

This mortgage covers the Peoria and Oquawka Railroad, and secures an issue of bonds amounting to $1,500,000. These bonds are dated Oct. 1, 1864, have twenty-six years to run, bear interest at the rate of seven per cent, payable semi-annually, and mature Oct. 1, 1890.

Whereas, the Chicago, Burlington and Quincy Railroad Company and the Peoria and Burlington Railroad Company have in accordance with the provisions of law consolidated their stock, property, and effects, and become one corporation under the corporate name of the Chicago, Burlington and Quincy Railroad Company. *And whereas*, by said consolidation the said company has become the proprietor and owner of the railroad extending from the westerly bank of the Illinois River at Peoria, in the State of Illinois, to the easterly bank of the Mississippi River, formerly belonging to the Peoria and Oquawka Railroad Company, and known as the Peoria and Oquawka Railroad.

And whereas, by virtue of the laws of the State of Illinois, and especially by virtue of the act authorizing the purchasers of the Peoria and Oquawka road, as above described, under the decree foreclosing the mortgage upon

the same, to form a new corporation for the management of the same, and to consolidate its stock, property, and effects when so organized with any road with which it might connect or intersect, it is expressly authorized to issue its bonds to raise money for the payment of obligations made and entered into in acquiring the title of and to the same, and for the purpose of repairing, putting in order, reconstructing the same when necessary, and fully equipping the same, and for other necessary purposes.

And whereas, for all these purposes it may become requisite to issue bonds to an amount which shall not exceed in all the sum of fifteen hundred thousand dollars. *And whereas,* it has been resolved to issue presently some portion of said amount, all of which may be ultimately issued. *And whereas,* it has been resolved that the said bonds shall be in amount one thousand dollars each, and shall bear interest at the rate of seven per cent per annum, and payable both principal and interest in the city of New York, and coming to maturity on the first day of October, A. D. 1890, and bear date the first day of October, A. D. 1864; and to execute a mortgage or deed of trust to secure the punctual payment of the principal and interest of said bonds upon the said railroad from the Illinois River to the Mississippi River, as above described, together with all its appurtenances of every nature and kind.

Now, therefore, this indenture, made and entered into this first day of November, A. D. 1864, by and between the Chicago, Burlington and Quincy Railroad Company, party of the first part, and Nathaniel Thayer and Sidney Bartlett, of Boston, and John W. Brooks, of Milton, all in the State of Massachusetts, as trustees for the purposes herein stated,—

Witnesseth, that the said Chicago, Burlington and Quincy Railroad Company, by virtue of the authority aforesaid, in order to secure the punctual payment of the said bonds and interest, and in consideration of the sum of one dollar to it paid at the ensealing and delivery of these presents, the receipt whereof is hereby confessed, has granted, bargained, sold, transferred, and conveyed, and by these presents does grant, bargain, sell, transfer, and convey to the said parties of the second part, and their successors in the trust hereby created, all of the following-described property of the said party of the first part, that is to say: all of that part of its line of railroad extending from the westerly bank of the Illinois River at Peoria to the easterly bank of the Mississippi River at East Burlington, including the right of way and the land occupied thereby, station grounds, depot grounds, together with all the superstructures and tracks thereon, and all bridges, viaducts, culverts, fences, and all other appurtenances thereto belonging, of every nature and kind, together with the revenue, earnings, and proceeds thereof, and all the franchises, rights, and privileges of said party of the first part appertaining and belonging thereto. But nothing herein contained shall be construed to prevent the first party from selling any lands or other property not necessary to be retained at any time for its roadway or depot or station grounds, nor required for the convenient use of the said road; *provided,* that no default shall be made or shall have been made in the payment of the interest or principal of any of the above-described bonds.

To have and to hold the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in the said trust and assigns, but upon the express trust following, that is to say: in case the said parties of the first part shall fail to pay the principal or any part thereof, or the interest or any part thereof, of any of the said bonds at any time when the same may become due and payable according to the tenor thereof, when the same shall be demanded, then after sixty days from such default, the parties of the second part or their successors in said trust may, and on the application of the holders of one fifth of such unpaid bonds it shall be their duty to, enter into and take possession of all or any part of said premises, and as the attorneys in fact, or agent of said parties of the first part, by themselves or agents or substitutes duly constituted, have, use, and employ and operate the same, making from time to time all needful repairs, alterations, and additions thereto; and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid. Or the said parties of the second part, their successors in said trust, at their discretion may, and on the written request of the holders of one fifth of the number of said bonds then unpaid *shall* cause the said premises to be sold at public auction in the city of New York or Boston or Chicago,—giving notice thereof, and of the time and place of such sale, and the terms thereof, and the specific property to be sold, in one of the principal daily newspapers published in each of said cities, for the period of at least six weeks before said sale,—and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which shall be a bar against the party of the first part and their successors and assigns, and all persons claiming under them, of all right, title, interest, and claim in and to the said premises, and every part thereof; and the said trustees shall, after deducting from the proceeds of the said sale the costs and expenses thereof, and of managing said property, apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on the said bonds, and shall restore the residue thereof to the parties of the first part: it being expressly understood that in no case shall any claim be made for the benefit of, nor any advantage be taken of, any valuation, appraisement, or extension laws, whether now existing or hereafter to be passed, by the party of the first part to prevent such entry or sale, or to prevent a sale under any decree, or to prevent any decree being made by any court of proper jurisdiction for the absolute sale of said property under and by virtue of such decree, without any right or period or term for redemption on such sale.

And the parties hereby covenant, for the considerations aforesaid, to execute and deliver any further reasonable and necessary conveyance of the premises, or any part thereof, to the parties of the second part, their successors and assigns in the said trust, for the more fully carrying into effect, particularly for the conveyance of any property hereafter acquired in connection with the said road, and for the proper accommodation of its business, and not comprehended in the description contained in this instrument.

And it is further mutually agreed that upon the full payment of said bonds and interest, the estate hereby granted shall cease and become void; the said granted premises shall revert and revest in the party of the first part in law and in fact, without any acknowledgment of satisfaction, reconveyance, re-entry, or any other act.

And it is further mutually agreed that the said second parties, their successors in said trust, and assigns, shall be entitled to receive proper compensation for every labor or service performed by them in the discharge of their trust, in case they shall be compelled to take possession of said premises or any part thereof, and operate and manage the same.

And it is further mutually agreed that it shall not be required that all shall act together in the discharge of their trust, but that at any time a majority of their number shall be competent to do any act or discharge any duty connected with said trust.

And it is further agreed, by and between said parties, that whenever a vacancy among said parties of the second part or their successors shall occur by death or resignation or inability to discharge the duties of said trust, the remaining person or persons, parties of the second part, shall immediately proceed and make an appointment of a successor or successors from among the holders of said bonds or obligations, by indorsing such appointments in writing upon one part of this indenture, and the person or persons so appointed shall indorse his acceptance of such appointment upon this indenture, and thereupon such person or persons shall become one of the party or parties of the second part, with the same powers and duties as if he or they had been originally such parties of the second part, and the surviving or remaining parties of the second part shall by appropriate instruments vest in the party or parties so appointed the necessary legal estate and interest to enable them to execute said trust; and in case said vacancy shall not be filled within sixty days from the occurrence thereof by said remaining trustee or trustees, as aforesaid, then and thereupon such vacancy may be filled by the parties of the first part from among the holders of said bonds in the manner aforesaid: such bondholder or bondholders so chosen as last aforesaid to fill such vacancy to be the *bona fide* owner of not less than twenty thousand dollars ($20,000) of said bonds at par.

And it is further agreed that the bonds to be issued under this mortgage shall be executed by the properly authorized officers of the party of the first part, and signed also and countersigned by the said trustees, or a majority of them; and further, inasmuch as all may not be issued at the same time, it is expressly provided and agreed that all the bonds which may be at any time issued under this mortgage or deed of trust shall be equally secured thereby, none having preference or priority over others, whatever may be the priority of time at which they may be issued or made and delivered or sold.

And it is further understood and agreed that the said trustees and their successors, in case it should ever become necessary to enter upon and take possession of the property herein described upon the trusts hereby created, inasmuch as they must appoint agents for that purpose, shall not be liable for any act or negligence or default of such agent, but only for reasonable

care and caution in the selection and appointment of a suitable and proper person for the management and care of said property.

In witness whereof, the said parties of the first part have caused the corporate seal of said company to be hereto affixed, and the same to be signed by John Van Nortwick, their president, and Amos T. Hall, their treasurer, both for that purpose duly authorized, this first day of November, A. D. 1864.

And said parties of the second part have affixed their seals and signatures hereto.

JOHN VAN NORTWICK,
President.
AMOS T. HALL,
Treasurer

[Seal]

N. THAYER, [Seal]
J. W. BROOKS, [Seal]
SIDNEY BARTLETT, [Seal]
Trustees.

Attest:
A. H. HALL,
Secretary.
Witness to Trustees' Signature:
J. N. DENNISON.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

Be it remembered, that on this, the Fifth day of December, A. D. 1864, personally appeared before me, at my office in the said County, John Van Nortwick, President, and Amos T. Hall, Secretary of the Chicago Burlington and Quincy Railroad Company, who are personally known to me and known to be such officers, and acknowledged that as such they executed the foregoing Deed, and affixed thereto the Corporate Seal of the said Company, and acknowledged the said Deed to be the act and deed of the said Company, and that they were duly authorized to execute the same.

In Witness Whereof, I have hereto affixed my signature and Official Seal, the day and year above written, at Chicago in Cook County aforesaid.

WM. F. WHITEHOUSE,
Notary Public.

[NOTARIAL SEAL]

(5 cents Revenue Stamp)

STATE OF ILLINOIS, } ss.
PEORIA COUNTY. }

I, Francis G. Minor, Clerk of the Circuit Court and Ex-Officio Recorder, within and for the said County, and State aforesaid, and Keeper of the Records of said Recorder's Office, Do Hereby Certify, That I have compared the foregoing copy of a Trust Deed, Executed by the Chicago, Burlington and Quincy Railroad Company to N. Thayer, J. W. Brooks and Sidney Bartlett, on the First day of November, A. D. 1864, and filed for record

in this Office on the 9th day of December, A. D. 1864, and recorded in Vol. 18, of Real Estate Mortgages on pages 13, 14, 15, 16 and 17 of said Volume, with accompanying Certificates, with the original record in my office, and have found the same to be a true and correct transcript of the whole of such record.

Witness my Hand and Official Seal at Peoria, this First day of August, A.D. 1890.

FRANCIS G. MINOR,
Clerk and Recorder.

[SEAL]

Boston, July 23, 1890.

In accordance with a vote passed at a meeting of the Board of Directors of the Chicago, Burlington and Quincy Railroad Company, held on July 23rd, 1890, William J. Ladd is hereby appointed a Trustee under the within Mortgage.

[SEAL] Chicago, Burlington and Quincy R. R. Co.,
By CHARLES E. PERKINS,
President.

Attest:
T. S. HOWLAND, *Secretary.*

Boston, July 23, 1890.

I hereby accept the above appointment.

WILLIAM J. LADD.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KNOX	August 27, 1890	49	266
PEORIA	August 30, 1890	79	429
WARREN	September 24, 1890	83	163
HENDERSON	September 24, 1890	39	546

RELEASE, April 12, 1895, William J. Ladd, Trustee to Chicago, Burlington & Quincy Railroad Company.

As all the bonds issued under and secured by a Trust Mortgage dated November 1st, 1864, between the Chicago, Burlington and Quincy Railroad Company, and Nathaniel Thayer, Sidney Bartlett and John W. Brooks, Trustees, which bonds became due October 1st, 1890, have been fully paid and all the agreements in said Trust Mortgage carried out on the part of said Railroad Company,

Now I, William J. Ladd, the only Trustee under said Mortgage, duly appointed in accordance with its terms, do hereby certify that the same has been and is fully paid and satisfied in all respects, and I hereby release and discharge the property covered by said mortgage of and from the lien thereof.

In Testimony Whereof, I, William J. Ladd, hereunto set my hand and seal as such Trustee this 12th day of April, A. D., 1895.

WILLIAM J. LADD. [SEAL]

Witness:
D. C. STANWOOD.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK. } ss.

I, Daniel C. Stanwood, a notary public in and for said state do hereby certify that on this 12th day of April, A. D. 1895, before me, personally appear William J. Ladd, to me personally known to be the same person who executed the foregoing instrument, and acknowledged that he signed, sealed and delivered the same as his free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal, the day and year aforesaid.

DANIEL C. STANWOOD,
[SEAL] *Notary Public.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KNOX	April 23, 1895	J.	405
WARREN	May 16, 1895	89	141
HENDERSON	May 30, 1895	33	540
PEORIA	June 3, 1895	—UG—	259

TRUST MORTGAGE, July 1, 1873.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
to
SIDNEY BARTLETT, JOHN W. BROOKS, AND H. H. HUNNEWELL,
Trustees.

This mortgage covers (subject to certain prior mortgages) the main line of the Chicago, Burlington and Quincy Railroad, and its branches in Illinois, viz.: the Ottawa, Oswego and Fox River Valley Railroad, the Chicago and Rock River Railroad, the Illinois Grand Trunk Railway, the Dixon, Peoria and Hannibal Railroad, the Peoria and Hannibal Railroad, the American Central Railway, the Quincy and Warsaw Railroad, the Carthage and Burlington Railroad, and also the Keokuk and St. Paul Railroad in Iowa; and secures an issue of bonds amounting to $30,000,000. These bonds are dated July 1, 1873, have thirty years to run, bear interest at the rate of seven per cent currency, or six per cent gold, payable semi-annually, and mature July 1, 1903.

(These bonds are issued in part to fund the indebtedness secured by the prior mortgages on the main line and branch roads.)

This Indenture of Mortgage, made this first day of July, in the year of our Lord one thousand eight hundred and seventy-three (1873), by and between the Chicago, Burlington and Quincy Railroad Company, a corporation created and organized by and in conformity to the laws of the State of Illinois, of the first part, and Sidney Bartlett, John W. Brooks, and H. H. Hunnewell, of Boston, in the State of Massachusetts, trustees, for the uses and purposes and upon the terms and conditions hereinafter stated, of the second part, witnesseth:—

That whereas, the said party of the first part is authorized, by its charter and amendments thereto, and the laws aforesaid, to execute trust mortgages of its railroad and branches, and its franchises connected therewith, and of its other property, real, personal, and mixed, to secure the payment of bonds issued for the objects and purposes hereinafter set forth.

And whereas, said first party has outstanding bonds differing in dates, times of maturity and rate of interest, and secured by three several trust mortgages on different parts of its railroad, that is to say: twenty-five hundred and ninety-two (2,592) eight per cent inconvertible, and one hundred and fifty (150) eight per cent convertible sinking-fund bonds, each for the sum of $1,000, maturing January first, A. D. 1883, of the date of January first, A. D. 1858, and secured by a trust mortgage executed by the company on that part of its railroad, franchises, and appurtenances connected therewith, extending from its junction with the Galena and Chicago Union (now the Chicago and Northwestern Railroad), to Galesburg, and from Chicago to Aurora, in all one hundred and seventy-seven (177) miles, and amounting in all to two million seven hundred and forty-two thousand dollars ($2,742,000).

Also five hundred and ninety-three (593) bonds of one thousand dollars each, and six hundred and ninety-six bonds of five hundred dollars each, all of the date of July first, A. D. eighteen hundred and sixty (1860), payable in gold in thirty (30) years from their date, at Frankfort-on-the-Main, at the rate of four and one half (4½) per cent interest to July first, eighteen hundred and seventy-five (1875), and at four (4) per cent from that date to July first, A. D. eighteen hundred and ninety (1890), payable semi-annually at Frankfort-on-the-Main, in all amounting to nine hundred and forty-one thousand ($941,000) dollars, and which bonds are secured by the second mortgage of the company on its railroad, franchises, and appurtenances, from the junction aforesaid to Galesburg, one hundred and thirty-nine (139) miles; also six hundred and eighty (680) seven per cent bonds of one thousand dollars ($1,000) each, of the date of October first, A. D. eighteen hundred and sixty-four (1864), maturing October first, A. D. eighteen hundred and ninety (1890), secured by a first trust mortgage dated November first, A. D. eighteen hundred and sixty-four (1864), executed by the company on that part of its railroad, franchises, and appurtenances therewith connected, extending from Peoria to Burlington, a distance of ninety-six (96) miles, and amounting to six hundred and eighty thousand ($680,000) dollars.

Also certain bonds not secured by mortgage, dated January first, A. D. eighteen hundred and seventy-two (1872), maturing January first, A. D. eighteen hundred and ninety-six (1896), with interest at the rate of seven (7) per cent, interest payable semi-annually at the office of the company in the city of Boston, Massachusetts, and amounting to seven millions and twenty-two thousand dollars ($7,022,000).

And whereas, aside from its bonds aforesaid, the said first party is indebted for the balance of moneys on account of the purchase of the Northern Cross Railroad made in April, A. D. eighteen hundred and sixty-four (1864), of which there are six semi-annual instalments, not yet ma-

tured, of twenty-one thousand seven hundred and fifty dollars ($21,750) each, amounting to one hundred and thirty thousand five hundred dollars ($130,500), and are also indebted in the balance to be paid Northern Cross bondholders when called for, two hundred fifty-six thousand two hundred and seven dollars ($256,207), and also a balance due on account of construction and equipment, now in the form of floating indebtedness, amounting to one million five hundred thousand dollars ($1,500,000), in all one million nine hundred sixteen thousand seven hundred and seven dollars ($1,916,707); and there should also be purchased certain bonds to keep good the sinking fund under existing mortgages.

And whereas, said first party is also by contract under contingent liability annually to purchase, at the lowest price at which they may be had, at not above par and accrued interest, bonds issued by corporations, by the proceeds of which its several branch roads in part were constructed, to the extent of the fund which may be created by setting aside about forty (40) per cent of the gross earnings on its road upon the business to and from said branch roads.

The branch bonds now outstanding to which this contingent liability attached are in amount and character as follows:—

Those issued by the American Central Railway Company, in amount seven hundred and thirty-six thousand dollars ($736,000);

By the Dixon, Peoria and Hannibal Railroad Company, eight hundred thousand dollars ($800,000;

By the Illinois Grand Trunk Railway, nine hundred and sixty thousand dollars ($960,000);

By the Keokuk and St. Paul Railroad Company, one million dollars ($1,000,000);

By the Ottawa, Oswego and Fox River Valley Railroad Company, twelve hundred and sixty thousand dollars ($1,260,000);

By the Peoria and Hannibal Railroad Company, six hundred thousand dollars ($600,000);

By the Quincy and Warsaw Railroad Company, eight hundred thousand dollars ($800,000);

By the Carthage and Burlington Railroad Company, six hundred thousand dollars ($600,000),—making in the aggregate six million seven hundred and fifty-six thousand dollars ($6,756,000).

All of which said branch bonds bear interest at the rate of eight (8) per cent per annum, payable semi-annually, and are secured by trust mortgages, executed by the said several companies issuing said bonds upon the railroad, franchises, and property at the date thereof owned by said companies respectively.

And whereas, the rapid increase of the traffic and business of the company has hitherto demanded and will in the future require from time to time extensions of double track, the substitution of steel for iron rails, and additional equipment, and that other the facilities of the company for the transaction of its business should be enlarged and increased, the cost and expense of all which it is deemed important to anticipate and provide for.

And whereas, it is desirable to fund all said several classes of absolute indebtedness into bonds of one class as nearly uniform in character as may be, to be secured by a single mortgage, and also with bonds of the same class and like character secured by the same mortgage to provide for such contingent liability, and for defraying the cost of construction incurred, and to be required by the exigencies of the company and the increase of its business as hereinbefore stated; and for this purpose the said company accordingly resolved at a meeting of its board of directors duly called and held at Boston, on the twenty-sixth (26th) day of June, A. D. 1873, to issue its bonds in the sum of one thousand dollars ($1,000) each, not to exceed in the aggregate thirty millions dollars ($30,000,000), dated July first, A. D. eighteen hundred and seventy-three (1873), to have thirty (30) years to run to maturity, to be payable, both principal and interest, at the office of said company in the city of Boston, Massachusetts, to bear interest at the rate of seven (7) per cent per annum, payable semi-annually, both principal and interest, in currency, or at the rate of six (6) per cent per annum, payable semi-annually in gold, both principal and interest, either or both kinds of which said bonds to be issued and used as said company may from time to time determine to be for its interest, and for the purposes aforesaid, in such order and at such times as that in no case shall there be outstanding at any time hereafter, of such bonds, an amount which, together with the then existing outstanding bonds shall exceed in amount the aforesaid sum of thirty millions dollars ($30,000,000); all of which said bonds are to be of the same date, though issued at different times, and are to stand equally secured by this trust mortgage, and are as to each class to be numbered consecutively from No. 1 to the highest number which may be issued, inclusive; each of which said bonds is to be authenticated by a certificate thereon signed by at least two of the three trustees in this trust mortgage.

Now, therefore, this indenture witnesseth: That the said Chicago, Burlington and Quincy Railroad Company, party of the first part, in order to secure the payment of its said bonds and the interest thereon, and in consideration of the sum of five dollars ($5) to it in hand paid by said parties of the second part, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents does grant, bargain, sell, transfer, and convey to the said parties of the second part, their survivors and successors in said trust and assigns, all the following described property, to wit: all the present and in future to be acquired property of said railroad company, party of the first part, in and relating to its said railroad, and all the right, title, interest, and equity of redemption therein, that is to say: all the main line of railroad of said first party, now made and to be made, constructed and to be constructed, extending from Chicago to Quincy, from Peoria to Burlington, from Yates City to Lewistown, and from Turner Junction to Aurora, in all four hundred (400) miles; and also all the right, title, and interest of said party of the first part in and to its several branch roads situated within the State of Illinois and its Keokuk branch in Iowa, including its leasehold interests therein; to wit,—

Its branch road known as the Ottawa, Oswego and Fox River Valley Railroad, extending from Geneva to Streator;

The branch known as the Chicago and Rock River Railroad, extending from Shabona Grove to Rock Falls;

The branch known as the Illinois Grand Trunk Railway, extending from Mendota to the Mississippi River at East Clinton;

The branch known as the Dixon, Peoria and Hannibal Railroad, extending from Buda to Elmwood;

The branch known as the Peoria and Hannibal Railroad, extending from Lewistown to Rushville;

The branch known as the American Central Railway, extending from Galva to New Boston and Keithsburg on the Mississippi River;

The branch known as the Quincy and Warsaw Railroad, extending from Quincy to Carthage;

The branch known as the Carthage and Burlington Railroad, extending from Carthage to East Burlington,—all situated in the State of Illinois; and also,

The branch known as the Keokuk and St. Paul Railroad, extending from Keokuk to Burlington in the State of Iowa.

Said branch roads in all amounting to four hundred twenty-five and one quarter ($425^{25}/_{100}$) miles, of which said branch roads the said party of the first part is the lessee for ninety nine (99) years, nine hundred and ninety-nine (999) years, or in perpetuity, and is the owner of the whole or the large majority of the stock in the companies by which said branch roads were respectively constructed, including herein the rights of way of said main line and branches, and all second and side tracks, of which there are 199 miles, the road beds, superstructures, iron ties, chairs, splices, bolts, nuts, spikes; all the lands, depot grounds, station houses, depots, viaducts, fences, bridges, timber, and materials, property purchased or to be purchased for the construction of said main line and branches and each of them; all the engines, tenders, cars, and machinery, all other kinds of rolling stock of said party of the first part, now owned or that may hereafter be acquired by it for or to be used on said main line or branches; all the revenues and income of the said main line and branches; all the rights, privileges, and franchises of said first party relating to said main line of railroad and to the branches thereof, or any of them, and property acquired by virtue thereof, now in possession or which may hereafter be acquired, including all machine shops, implements, and tools contained therein, or along the line of said railroads, although the same may not be herein specifically mentioned.

To have and to hold the said main line of railroad and branches, and each of them, and other the property above mentioned, or intended to be, all and singular the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, the survivors or the survivor of them, and their successors in said trust and assigns; but for the following purposes and upon the following express trust, that is to say:—

In case the said Chicago, Burlington and Quincy Railroad Company shall fail to pay the principal or any part thereof, or any of the interest on any

of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for sixty (60) days thereafter, then and in such case, at the written request of the holders of one sixth ($^1/_6$) of said bonds, the said parties of the second part, their successors in said trust or assigns, may, upon being indemnified by said parties, enter into and take possession of all and singular the main line of said railroad and branches, and all other the property hereby conveyed or intended to be conveyed, and as attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto, and indemnifying themselves from loss, damage, or liability arising from the management of said trust, apply the proceeds of said railroad, branches, and other the property hereby conveyed, to the payment of the principal and interest of all such of said bonds as may at that time remain unpaid, whether the same have matured or otherwise; or said second parties, their survivors or successors in said trust or assigns, at their discretion may, and on the written request of the holders of one thirtieth ($^1/_{30}$) of said bonds then unpaid, *shall*, upon being indemnified by the said parties, cause the same premises to be sold at public auction at Chicago in the State of Illinois, after giving sixty (60) days' notice of the time and place and terms of such sale, by publishing the same at least four times in each week in one or more of the principal newspapers for the time being published in each of the cities of New York, Chicago, and Boston, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for all the property held by said company under such title, and a suitable and effective conveyance and assignment for all leaseholds and other the property held by said company and sold by said second parties, which conveyances shall be a bar against the said Chicago, Burlington and Quincy Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, title, interest, or claim in or to said premises or any part thereof; and the said trustees shall, after deducting from the proceeds of such sale the cost and expense thereof and of managing said property, and enough to indemnify and save themselves harmless from and against all liabilities arising from this trust, apply and appropriate so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds then remaining unpaid, whether the same may be then due and payable or otherwise, and shall restore the residue thereof to said party of the first part, its successors and assigns: it being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption, or extension laws by said first party, its successors or assigns, nor any injunction or stay of proceedings be prayed for or had, or any process be obtained or applied for by it or them to prevent such entry, sale, and conveyance as aforesaid.

It is also expressly understood and declared that in case said parties of the second part, their survivors or successors in said trust or assigns, shall for any reason omit to avail themselves of any such default as aforesaid,

such omission shall not prejudice or impair the rights or remedies of said parties of the second part, their survivors or successors in said trust or assigns, to avail themselves of any other or further neglect or default of said first party. Nor shall the above remedies for default exclude the parties of the second part from any other legal or equitable remedies in the premises.

And said first party, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises, or any part thereof, to said parties of the second part, their survivors or successors in said trust or assigns, which counsel of the trustees of the second part at any time may advise for the more effectual vesting the title to the property hereby granted or intended to be conveyed to said parties of the second part, their survivors or successors and assigns, and for more fully carrying into effect the objects and purposes of these presents.

It is hereby expressly understood and declared that this trust mortgage is made subject to prior mortgages hereinbefore mentioned, executed by said first party on the main line of its road as hereinbefore stated, and is also subject to said several mortgages executed by said several branch railroad companies hereinbefore also mentioned, and the said several liens thereby created, securing the bonds respectively issued under said mortgages.

It is hereby also mutually agreed and understood that it shall be lawful for said party of the first part, its successors and assigns, to dispose of the current net revenues of said railroads and property hereby conveyed as it or they shall deem proper, until default shall be made in the payment of the principal or interest of the bonds hereby secured or any part thereof; and that upon the full and final payment of the principal and interest of said bonds issued under and secured by this instrument, the estate hereby granted to said parties of the second part shall be void, and the right and title to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment, satisfaction, reconveyance, re-entry, or other act.

The said party of the first part hereby covenants that all the bonds issued under this trust mortgage and the proceeds thereof shall be used and appropriated for the objects and purposes herein mentioned, and not otherwise.

It is expressly understood and agreed that of said bonds the amount of twenty millions of dollars thereof shall be set aside and held by the parties of the first part, and they and the proceeds thereof shall be used and appropriated exclusively and only for the funding, paying off, and discharging the bonded and other indebtedness of the said first party, its said contingent liabilities hereinbefore mentioned, and to keep good said sinking fund, and that of said twenty millions of such bonds, so many thereof as may be required for that purpose may be exchanged at par for said seven (7) per cent bonds of said first party, dated January first (1st), A. D. eighteen hundred and seventy-two (1872), and payable January first (1st), A. D. eighteen hundred and ninety-six (1896), heretofore issued and now outstanding, and the holders thereof shall have the right to make such

exchange at the office of said first party in the city of Boston, at any time after the execution and delivery hereof; all of which said outstanding seven per cent bonds, when so exchanged and taken up by said first party, shall be cancelled by said first party, who shall cause to be written on the face of the same the date of such exchange.

It is also hereby mutually agreed and understood that said party of the first part may use, of said twenty millions of dollars of bonds or the proceeds thereof, so many or so much thereof as may be required from time to time to discharge its contract, obligations, and liabilities hereinbefore mentioned, in exchange for or to purchase the said so-called branch bonds issued and secured by said several railroad companies under and by whose corporate names the said several branch roads were constructed; and may also, with such bonds or the proceeds thereof, at its option purchase other of said branch bonds at the lowest price at which they can be obtained, at not above par and accrued interest, whenever it shall deem it for its interest to make such purchase; or it may exchange said bonds for said branch bonds at its discretion.

It is hereby expressly understood that when any of such branch bonds are purchased or taken up by exchange by said first party, they shall not be nor shall they be deemed or taken to be cancelled or discharged, and such is not the intention of either of the parties hereto; but that all of said branch bonds, whenever and so fast as they shall be purchased or exchanged, shall be by said first party delivered over to the custody of said parties of the second part, their successors in said trust and assigns, to be held by them:—

First, as an additional security for the payment of the principal and interest of the bonds issued and secured under this trust mortgage; and

Second, for the benefit and security of the party of the first part, its successors and assigns.

And the remainder of said twenty millions of bonds, so as aforesaid set apart, shall be issued from time to time by said parties of the second part, their successors in said trust and assigns, as they or the proceeds thereof shall be required by said party of the first part or its successors, to pay for, take up, and discharge the other of the indebtedness of said party of the first part hereinbefore mentioned.

It is hereby expressly understood and agreed that the balance of said bonds, amounting to ten millions of dollars, are to be issued and used only when and so fast as the same or the proceeds thereof are required by said first party, its successors and assigns, for the payment of the cost and expense of new construction and equipment on its main line or branches, and the increase of the facilities rendered necessary by the increase in the magnitude of its business, and as its exigencies shall from time to time demand, as hereinabove mentioned; and in no case shall any of said last-mentioned bonds be certified by said parties of the second part, their successors in said trust and assigns, except upon the written application of the party of the first part, expressed through a resolution of its board of directors adopted at a regular meeting or a special meeting called for that purpose, wherein it shall be stated what amount of bonds are required at

that time, and for what specific object or purpose the same or the proceeds thereof are to be used.

It is hereby also expressly understood and agreed that whenever and so fast as any of the mortgage bonds issued by this company and secured by the three several mortgages hereinbefore mentioned shall be in any form paid off or taken up, they shall immediately thereupon be and be deemed to be discharged and cancelled; and the said first party shall cause the word "cancelled" to be written upon the face thereof, and shall deliver the same to said second parties, their survivors and successors and assigns; and when all of such bonds now outstanding secured by said mortgages respectively shall be paid or taken up, then the said mortgages shall respectively be deemed and taken to be extinguished, and said party of the first part shall cause the same to be discharged of record.

It is hereby mutually agreed that said parties of the second part, their survivors and successors in said trust and assigns, shall only be accountable for gross negligence or wilful default in the management thereof, and shall not be responsible for the acts of each other to which they do not severally assent, nor for the acts of any agent employed by them when such agent shall have been selected with reasonable discretion; and that said parties of the second part, their survivors, successors in said trust or assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed by and between the parties hereto that whenever a vacancy among the parties of the second part, their survivors or successors or assigns, shall occur by death, resignation, or inability to discharge the duties of said trust, the remaining trustees shall immediately proceed to make an appointment of successor or successors by indorsing such appointment in writing on one part of this indenture, and the person or persons so appointed shall indorse his acceptance of such appointment upon this indenture; and in case said vacancy shall not be filled within sixty (60) days from the occurrence thereof, by said remaining trustee or trustees as aforesaid, then the holders of one thirtieth (1/30) of the bonds secured by this mortgage and then outstanding may apply to any court in the State of Illinois having jurisdiction of the premises to appoint a new trustee or trustees to supply such vacancy; and such new trustee or trustees appointed in either manner shall become one of the party or parties of the second part, and vested for the purposes aforesaid with all rights, interests, and powers requisite to enable him or them to execute with the others this trust, without any further assurance or conveyance of the same; but should it be desirable or necessary, the parties hereto shall execute and deliver, or cause to be executed and delivered, such releases and conveyances as counsel shall advise to be necessary: it being further expressly understood that the remaining trustee or trustees shall in the mean time, and until the said vacancy shall be so filled, be fully empowered to execute all the purposes of this trust.

And further, that in relation to the duties herein provided to be performed by the said three trustees, the same may be executed and performed by a majority thereof, all of said trustees who shall be in the United

States having notice of and right to join in every and all acts to be done or performed; and that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor or survivors and assigns, respectively, of the parties hereto.

The said parties of the second part do hereby severally accept the trusts created by these presents.

In witness whereof, the said Chicago, Burlington and Quincy Railroad Company, party of the first part, has caused its corporate name to be hereunto, and to six other originals, subscribed, and its corporate seal to be hereto attached by its president, and the same to be attested by its secretary; and the said parties of the second part have also hereunto, and to six other originals, set their hands and seals, all on the day and year first above written.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
[Seal] *by* J. M. WALKER,
Attest: *President.*
A. T. HALL,
Secretary.

Witness to S. BARTLETT, [Seal]
S. BARTLETT & J. W. BROOKS signatures
C. D. SMITH.

J. W. BROOKS. [Seal]

Witness to
H. H. HUNNEWELL'S signature H. H. HUNNEWELL [Seal]
F. W. HUNNEWELL.

STATE OF ILLINOIS, }
COUNTY OF COOK, } SS.

Be it remembered that on this 28 day of August A. D. 1873, before me, a notary public residing in the city of Chicago, county of Cook and State of Illinois, duly commissioned by the governor of the State of Illinois to take acknowledgments and proofs of deeds and other instruments in writing, under seal, to be used or recorded in said State of Illinois, personally came James M. Walker, president of the Chicago, Burlington and Quincy Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in Chicago, in the county of Cook and State of Illinois, that he is president of the Chicago, Burlington and Quincy Railroad Company, that he knows the corporate seal of said company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, that it was affixed by order of said company, and that he signed the corporate name of said company to said conveyance by like order as president of said company; and acknowledged that he executed and delivered the said deed on behalf of said company as his free and voluntary act, and that the said company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal this 28th day of August A. D. 1873.

LESTER O. GODDARD,
[Seal] *Notary Public.*

RECORDED IN ILLINOIS:

.....*County*.....*Book*.....*Page*....

Milton, May 16, 1881.

To the President and Directors of the Chicago, Burlington & Quincy R. R. Co.

Gentlemen:—

I hereby tender my resignation as a Trustee under the mortgage* of your Company, dated July 1, 1873, to take effect at once.

Yours truly,

J. W. BROOKS.

*Commonly known as "Consolidated Mortgage."

Boston, August 8th, 1881.

Mr. J. W. Brooks having resigned his position of Trustee under the above Mortgage, the remaining Trustees hereby appoint Mr. Henry Parkman to fill the vacancy thereby created.

S. BARTLETT.
H. H. HUNNEWELL.

Boston, August 8th, 1881.

I hereby accept the appointment of Trustee under the above Mortgage.

HENRY PARKMAN.

Boston, May 2, 1889.

The position held by Mr. Sidney Bartlett as Trustee under the C., B. & Q. R. R. Co. mortgage, dated July 1, 1873, having become vacant by his death, the remaining Trustees hereby appoint Mr. Edward Bangs to fill the vacancy.

H. H. HUNNEWELL.
HENRY PARKMAN.

Boston, May 11, 1889.

I hereby accept the appointment as Trustee as above made.

EDWARD BANGS.

Boston, April 5th, 1894.

The position held by Mr. Edward Bangs as Trustee under the C., B. & Q. R. R. Company mortgage, dated July 1, 1873, having become vacant by his death, the remaining Trustees hereby appoint Mr. George H. Richards to fill the vacancy.

H. H. HUNNEWELL,
HENRY PARKMAN,
Trustees.

Boston, April 7th, 1894.

I hereby accept the above appointment as Trustee.

G. H. RICHARDS.

Boston, July 22nd, 1902.

The position held by Mr. H. H. Hunnewell as Trustee under the C., B. & Q. R. R. Company mortgage, dated July 1, 1873, having been become vacant by his death, the remaining Trustees hereby appoint Mr. A. G. Stanwood to fill the vacancy.

HENRY PARKMAN,
GEORGE H. RICHARDS,
Trustees.

Boston, July 22, 1902.

I hereby accept the above appointment as Trustee.

A. G. STANWOOD.

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County	*Date*	*Book*	*Page*
WARREN	July September 9, 1873	13	354
	May 5, 1905	36	604
BUREAU	August 29, 1873	2	558
	June 26, 1905	71	319
COOK	August 29, 1873	205	259
	April 20, 1905	8991	191
DEKALB	August 29, 1873	31	273
	June 30, 1905	78	302
DUPAGE	August 29, 1873	15	568
	June 30, 1905	4	19
KANE	August 29, 1873	146	147
	June 30, 1905	452	213
LASALLE	August 29, 1873	170	43
	May 24, 1905	456	75
KENDALL	August 30, 1873	E	202
	May 29, 1905	23	1
HENRY	September 9, 1873	107	400
	June 27, 1905	245	9
KNOX	September 9, 1873	24	631
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HENDERSON	September 16, 1873	4	369
	June 28, 1905	13	517
ADAMS	September 22, 1873	6	618
	May 31, 1905	91	324
MCDONOUGH	September 22, 1873	2	100
	April 27, 1905	27	215
FULTON	September 25, 1873	90	117
	April 28, 1905	261	351

County		*Date*	*Book*	*Page*
Hancock	September	26, 1873	26	114
	June	3, 1905	69	498
Schuyler	September	29, 1873	D	61
	June	26, 1905	100	374
Mercer	October	7, 1873	L	492
	June	28, 1905	87	48
Peoria	October	7, 1873	30	324
	June	13, 1905	149	116
Lee	October	9, 1873	S	568
	June	30, 1905	52	519
Stark	October	14, 1873	34	474
	June	27, 1905	82	428
Whiteside	October	14, 1873	56	582
	June	24, 1905	168	335
Pike	May	18, 1905	53	206

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Des Moines	October	21, 1873	23	295
	June	6, 1905	70	225
Lee	October	24, 1873	D	96
	November	8, 1873	13	277
at Ft. Madison,	July	11, 1905	M	36

RELEASE, August 30, 1905, Henry Parkman, G. H. Richards and A. G. Standwood, Trustees to Chicago, Burlington & Quincy Railroad Company.

Know All Men by These Presents—That We, G. H. Richards, Henry, Parkman and A. G. Standwood, all of Boston, Massachusetts, successors in trust, by appointment in writing, duly made in accordance with the terms of the following Trust Mortgage, and indorsed thereon, in the places and steads respectively of Sidney Bartlett, John W. Brooks and H. H. Hunnewell, trustees, do hereby grant, bargain, remise, convey, release and quit-claim unto Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, all the right, title, interest, claim or demand, whatsoever, which we or any of us have acquired in, to or by a certain Trust Mortgage bearing date the first day of July, 1873, and recorded as follows:—

De Kalb County, Illinois,
August 29, 1873, Volume 31, of Mortgages, page 273, etc.,
June 30, 1905, Book 78 of Mortgages, page 302, etc.,

Fulton County, Illinois,
September 25, 1873, Book 90 of Land Records, page 117, etc.,
April 28, 1905, Book 261 of Records, page 351,

Knox County, Illinois,
Volume 24 of Mortgages, page 631, etc., September 9, 1873,
April 27, 1905, Book 93 of Mortgages,

PEORIA COUNTY, ILLINOIS,
October 7, 1873, on page 324, etc., in Book 30,
June 13, 1905, Book 149 of Mortgages, page 116,

MCDONOUGH COUNTY, ILLINOIS,
September 22, 1873, Book 2 of Mortgages, page 100, etc.,
April 27, 1905, Book 27 of Mortgages, page 215,

STARK COUNTY, ILLINOIS,
October 14, 1873, Book 34, page 474, etc.,
June 27, 1905, Book 82 of Mortgages, page 428,

COOK COUNTY, ILLINOIS,
August 29, 1873, Book 205 of Records, page 259,
April 20, 1905, Book 8991 of Records, page 191,

LASALLE COUNTY, ILLINOIS,
August 29, 1873, Book 170, page 43, etc.,
May 24, 1905, Book 456 of Records, page 75,

HANCOCK COUNTY, ILLINOIS,
September 26, 1873, Book 26 of Bonds and Mortgages, page 114, etc.,
June 3, 1905, Book 69 of Mortgages, page 498,

MERCER COUNTY, ILLINOIS,
October 7, 1873, Book L of Mortgages, pages 492 to 502,
June 28, 1905, Book 87 of Mortgages,

LEE COUNTY, ILLINOIS,
October 9, 1873, Book S of Mortgages, page 568, etc.,
June 30, 1905, Book 52 of Mortgages, page 519,

ADAMS COUNTY, ILLINOIS,
September 22, 1873, Book 6 of Mortgages, pages 618 to 626,
May 31, 1905, Book 91 of Mortgages, page 324, etc.

WARREN COUNTY, ILLINOIS,
July / Sept. 9, 1873, Volume 13 of Mortgages, page 354,
May 5, 1905, Book 36 of Mortgages, page 604.

HENDERSON COUNTY, ILLINOIS,
September 16, 1873, Book 4 of Mortgages, pages 369 to 375 incl.,
June 28, 1905, Book 13 of Mortgages, page 517,

SCHUYLER COUNTY, ILLINOIS,
September 29, 1873, Book D of Mortgages, page 61 etc.,
June 26, 1905, Book 100 of Mortgages, page 374,

WHITESIDE COUNTY, ILLINOIS,
October 14, 1873, Book 56, pages 582 to 591, both incl.,
June 24, 1905, Book 168 of Records, page 335,

BUREAU COUNTY, ILLINOIS,
August 29, 1873, Volume 2 of Mortgages, page 558,
June 26, 1905, Book 71 of Mortgages, page 319,

KANE COUNTY, ILLINOIS,
August 29, 1873, Book 146, page 147,
June 30, 1905, Book 452,

DUPAGE COUNTY, ILLINOIS,
August 29, 1873, Book 15, of Mortgages, page 568,
June 30, 1905, Book 4 of Miscl., page 19,

HENRY COUNTY, ILLINOIS,
September 9, 1873, Volume 107, page 400, of Henry County Records,
June 27, 1905, Book 245 of Mortgages, page 9,

KENDALL COUNTY, ILLINOIS,
August 30, 1873, Book E of Mortgages, page 202,
May 29, 1905, Book 23 of Mortgages, page 1,

PIKE COUNTY, ILLINOIS,
May 18, 1905, in Book 53, page 206,

DES MOINES COUNTY, IOWA,
October 21, 1873, Mortgage Book 23, page 295,
June 6, 1905, Book 70 of Mortgages, page 225,

LEE COUNTY, IOWA,
October 24, 1873, Mortgage Record D, pages 96 to 109 incl.,
July 11, 1905, Book M of L. & Mortgages, page 36,
November 8, 1873, Mortgage Book 13, page 277,

to the premises therein described, to wit:

All the present and in the future to be acquired property of said railroad company, party of the first part, in and relating to its said railroad, and all the right, title, interest and equity of redemption therein; that is to say, all the main line of railroad of said first party now made and to be made, constructed and to be constructed, extending from Chicago to Quincy, from Peoria to Burlington, from Yates City to Lewistown, and from Turner Junction to Aurora, in all four hundred (400) miles; and also all the right, title and interest of said party of the first part in and to its several branch roads situated within the State of Illinois and its Keokuk branch in Iowa, including its leasehold interests therein; to wit,—

Its branch road known as the Ottawa, Oswego, & Fox River Valley Railroad, extending from Geneva to Streator;

The branch known as the Chicago & Rock River Railroad, extending from Shabbona Grove to Rock Falls;

The Branch known as the Illinois Grand Trunk Railway, extending from Mendota to the Mississippi River at East Clinton;

The branch known as the Dixon, Peoria & Hannibal Railroad, extending from Buda to Elmwood;

The branch known as the Peoria & Hannibal Railroad, extending from Lewistown to Rushville;

The branch known as the American Central Railway, extending from Galva to New Boston and Keithsburg on the Mississippi River;

The Branch known as the Quincy & Warsaw Railroad, extending from Quincy to Carthage;

The branch known as the Carthage & Burlington Railroad extending from Carthage to East Burlington,—all situated in the State of Illinois; and also,

The branch known as the Keokuk & St. Paul Railroad, extending from Keokuk to Burlington in the State of Iowa. Said branch roads in all amounting to four hundred twenty-five and one-quarter (425 25/100) miles, of which said branch roads the said party of the first part is the lessee for ninety-nine years (99), nine hundred and ninety-nine were respectively constructed, including herein the rights-of-way of said main line and branches, and all second and side tracks, of which there are 199 miles, the road-beds, superstructures, iron ties, chairs, splices, bolts, nuts, spikes; all the lands, depot grounds, station houses, depots, viaducts, fences, bridges, timber and materials, property purchased or to be purchased for the construction of said main line and branches and each of them; all the engines, tenders, cars and machinery, all other kinds of rolling stock of said party of the first part, now owned or that may hereafter be acquired by it for or to be used on said main line or branches; all the revenues and income of the said main line and branches; all the rights, privileges and franchises of said first party relating to said main line of railroad, and to the branches thereof, or any of them, and property acquired by virtue thereof, now in possession or which may hereafter be acquired, including all machine shops, implements and tools contained therein, or along the line of said railroads, although the same may not be herein specifically mentioned,
and also all other property of every nature and description conveyed in or by the said Trust Mortgage.

In Witness Whereof, we have hereunto set our hands and seals this 30th day of August, 1905.

G. H. Richards, [SEAL]
Henry Parkman, [SEAL]
A. G. Stanwood, [SEAL]
Successors in Trust.

State of Massachusetts, } ss.
County of Suffolk. }

I, William R. Curtis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that G. H. Richards, Henry Parkman and A. G. Stanwood, Successors in Trust, personally known to me to be the same persons whose names are subscribed to the foregoing deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of August, A. D. 1905.

William R. Curtis,
Notary Public.

[SEAL]

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TRUST MORTGAGE, May 2d, 1887.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

to

The New England Trust Company.

Nebraska Extension Mortgage,

Maturing May 1st, 1927.

This Indenture, made and entered into this second day of May, one thousand eight hundred and eighty-seven, by and between the Chicago, Burlington and Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, and existing in Nebraska pursuant to the laws of that State, party of the first part (hereinafter referred to as the first party), and the New England Trust Company, a corporation organized under the laws of the State of Massachusetts, Trustee, for the purposes and uses, and upon the terms and conditions herein stated, party of the second part (hereinafter referred to as the Trustee).

Whereas, the first party is the owner of the Republican Valley Railroad, in the State of Nebraska, upon one portion or section of which railroad, to wit, that portion extending from the town of Hastings, in Adams County, to the town of Aurora, in Hamilton County, in said State, a distance of about twenty-seven and seventy-five hundredths (27.75) miles, there is no incumbrance; and

Whereas, the following named corporations, organized and existing under the laws of the State of Nebraska, have built and now own the following described railroad of standard gauge, to wit:—

The Nebraska and Colorado Railroad Company.

From the town of DeWitt, in the county of Saline, in a westerly direction to the town of Curtis, in Frontier County, a distance of two hundred and eight and eighty-three hundredths (208.83) miles.

From the town of Strang, in Fillmore County, in a northerly direction to the town of Fairmount, in said Fillmore County, a distance of fifteen and forty-three hundredths (15.43) miles.

From the said town of Strang, in a southerly direction to the town of Chester, in Thayer County, a distance of twenty-nine and seventy-six hundredths (29.76) miles.

From the town of Edgar, in Clay County, in a southerly direction to the town of Superior, in Nuckolls County, a distance of twenty-six and fifty-three hundredths (26.53) miles.

From the town of Holdrege, in Phelps County, in a northeasterly direction to the town of Kenesaw, in Adams County, a distance of thirty-nine and ninety hundredths (39.90) miles.

From the said town of Holdrege, in a southwesterly direction to the town of Oxford, in Furnas County, a distance of twenty and seventy-seven hundredths (20.77) miles.

The mileage of said road now built as aforesaid is three hundred and forty-one and twenty-two hundredths (341.22) miles.

The Grand Island and Wyoming Central Railroad Company.

From the town of Grand Island, in Hamilton County, in a northwesterly direction to a point near the northwest corner of section twenty-six (26), township twenty-four (24), north of range thirty-seven (37) west, a distance of about two hundred (200) miles.

The Omaha and North Platte Railroad Company.

From the city of Omaha, in Douglas County, in a southwesterly direction to the town of Ashland, in Saunders County, and thence in a northwesterly direction to the town of Wahoo, in said Saunders County, a distance of about forty-eight (48) miles; and

Whereas, the aggregate number of miles of single main track of the said several roads above named, now built as aforesaid, including the said section of the Republican Valley Railroad, is about six hundred and seventeen (617) miles; and

Whereas, the said railroad companies are duly authorized by law to borrow money and execute bonds, and to mortgage their property to secure

the payment thereof; and in order to provide means for the construction of their respective roads and branches, built and to be built, have placed thereon, and upon the properties and franchises connected therewith, first mortgages to secure bonds, at the rate of twenty thousand dollars ($20,000) per mile for single track of main line and branches, and ten thousand dollars ($10,000) per mile additional for second track, said bonds to be issued only upon constructed road; and

Whereas, the said companies have issued their bonds under said mortgages, amounting in the aggregate to eleven million seven hundred and eighty-four thousand and four hundred dollars ($11,784,400), to wit:—

The Nebraska and Colorado Railroad Company, to the amount of six million eight hundred and twenty four thousand and four hundred dollars ($6,824,400);

The Grand Island and Wyoming Central Railroad Company, to the amount of four million dollars ($4,000,000); and

The Omaha and North Platte Railroad Company, to the amount of nine hundred and sixty thousand dollars ($960,000).

All of said bonds being dated May 2, 1887, maturing May 1, 1927, and bearing interest at the rate of six per centum (6%) per annum, payable semi-annually, on the first days of May and November in each year, at the office of the Chicago, Burlington and Quincy Railroad Company, in the city of Boston, Massachusetts, where the principal is also payable; and

Whereas, the first party is the owner of all the said bonds; and

Whereas, the said railroads above described connect with the railroad of the first party, and form therewith continuous and connected lines of railroad, and the first party is in possession of and operating the constructed portions thereof; and

Whereas, the first party contemplates aiding, by purchase of their bonds and otherwise, other railroad corporations now organized or hereafter to be organized in the States of Nebraska, Kansas and Colorado, and the Territories of Wyoming and Dakota, in the construction of their roads and branches, which are or will constitute extensions of, or be connected with, the general system of railroads now owned and operated by the first party, and further contemplates becoming the owner in fee, by purchase or consolidation, of the railroads and branches, built and to be built, and the property and franchises of the said Nebraska and Colorado Railroad Company, the Grand Island and Wyoming Central Railroad Company, and the Omaha and North Platte Railroad Company, and in like manner contemplates becoming the owner in fee of the railroads and branches and property of other corporations of the above-named States and Territories; and

Whereas, the first party did, at a meeting of its Board of Directors, duly called, and held at its office, in the city of Boston, Massachusetts, on the eleventh (11th) day of February, 1887, by unanimous vote, resolve to issue a series of coupon and registered bonds, the coupon bonds of said series to be of the denomination of one thousand dollars ($1,000), numbered consecutively from one to the highest number that may be issued, dated the second day of May, 1887, maturing May 1, 1927, bearing interest at a rate not to exceed four per centum (4%) per annum, payable semi-annually,

on the first days of May and November in each year, at its office in the city of Boston, Massachusetts, or at its agency in the city of New York, N. Y., or at such other place or places as its Board of Directors may designate; the registered bonds of said series to be of the denomination of five thousand dollars ($5,000), numbered consecutively from one to the highest number that may be issued, dated the second day of May, 1887, maturing May 1, 1927, bearing interest at a rate not to exceed four per centum (4%) per annum, payable semi-annually, on the first days of May and November in each year, at its office in the city of Boston, Massachusetts, where the principal of both coupon and registered bonds shall be payable.

The coupon bonds shall be in the following form, to wit:—

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY.

NEBRASKA EXTENSION MORTGAGE SINKING FUND BOND.

$1,000. No.....

Know all Men by these Presents,

That the Chicago, Burlington and Quincy Railroad Company, a corporation duly created and organized under the laws of the State of Illinois, is indebted to the New England Trust Company in the sum of one thousand dollars ($1,000) in the lawful money of the United States of America, which the said railroad company promises to pay at its office in Boston, Massachusetts, to the bearer hereof, or in case of registration to the registered holder, on the first day of May, A. D. 1927, together with interest thereon from and after the first day of May, A. D. 1887, at the rate of per centum per annum, payable semi-annually, at the office of the company, in Boston, Massachusetts, or at its agency in the city of New York, N. Y., or at such other place or places as the directors of said railroad company may from time to time designate, on the first days of May and November in each year, on the presentation and surrender of the annexed coupons as they severally become due, in accordance with their provisions. Said coupons to be paid to the bearer thereof, whether the bond is registered or not; and the company may, but shall not be obliged to, require proof of ownership of any coupon before paying the same, and payment thereof to the person presenting the same shall, in any case, discharge the company.

This bond shall pass by delivery unless registered, or, if registered, by transfer upon the books of the company, in the city of Boston, or at such other places as the company may hereafter appoint. After registration of ownership, certified hereon by the Treasurer or Transfer Agent, this bond shall not pass by delivery unless the last transfer on the books of the company shall have been to bearer; the bond to be subject to successive registrations and transfers to bearer, at the option of the lawful holder.

This bond is one of a series secured in the manner set forth in a mortgage executed by said Chicago, Burlington and Quincy Railroad Company to the New England Trust Company, of even date herewith, upon railroad

of the mortgagor and first mortgage bonds of companies whose roads form part of its general railroad system.

For the further security of this bond, the Chicago, Burlington and Quincy Railroad Company has agreed to devote in each year a sum equal to one per cent (1%) of the par value of the bonds issued under said mortgage, to the purchase and cancellation of such bonds, in the mode and upon the terms set out in the mortgage, at a price not to exceed one hundred and ten (110) and accrued interest. In case of insufficient offerings to absorb said sum, the amount thereof unexpended is, each year, to be returned to the general funds of the company, and the obligation to purchase bonds therewith shall cease.

Any five coupon bonds of this series may, at the option of the owner, be exchanged for a registered bond (without coupons) for $5,000, at the office of the railroad company, in the city of Boston.

This bond is to be valid only when authenticated by a certificate hereon, signed by the Trustee.

In witness whereof, the said Chicago, Burlington and Quincy Railroad Company has caused its corporate seal to be affixed to this bond, and the same to be duly signed under the date of May 2, A. D. 1887.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By

The registered bonds shall be in the following form, to wit:

UNITED STATES OF AMERICA

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY.

NEBRASKA EXTENSION MORTGAGE SINKING FUND BOND.

$5,000. No.....

Know all Men by these Presents,

That the Chicago, Burlington and Quincy Railroad Company, a corporation duly created and organized under the laws of the State of Illinois, is indebted to the New England Trust Company, in the sum of five thousand dollars ($5,000) in the lawful money of the United States of America, which the said railroad company promises to pay at its office in Boston, Massachusetts, to the registered holder hereof, on the first day of May, A. D. 1927, together with interest thereon, from and after the first day of May, A. D. 1887, at the rate of per centum per annum, payable semi-annually, at the office of the company in Boston, Massachusetts, on the first days of May and November in each year.

This bond may be transferred at the option of the registered holder upon the books of the company, in the city of Boston, Massachusetts, or at such other place or places as the company may hereafter appoint.

This bond is one of a series secured in the manner set forth in a mortgage executed by said Chicago, Burlington and Quincy Railroad Company to the New England Trust Company, of even date herewith, upon railroad of the mortgagor and first mortgage bonds of companies whose roads form part of its general railroad system.

For the further security of this bond, the Chicago, Burlington and Quincy Railroad Company has agreed to devote in each year a sum equal to one per cent (1%) of the par value of the bonds issued under said mortgage, to the purchase and cancellation of such bonds, in the mode and upon the terms set out in the mortgage, at a price not to exceed one hundred and ten (110) and accrued interest. In case of insufficient offerings to absorb said sum, the amount thereof unexpended is, each year, to be returned to the general funds of the company, and the obligation to purchase bonds therewith shall cease.

This bond is to be valid only when authenticated by a certificate hereon, signed by the Trustee.

In witness whereof, the said Chicago, Burlington and Quincy Railroad Company has caused its corporate seal to be affixed to this bond, and the same to be duly signed under the date of May 2, A. D. 1887.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

By

Now, therefore, the first party, in order to secure the payment of the said bonds and of the interest thereon, when and as the same become due and payable, and in consideration of the sum of one dollar ($1.00), to it in hand paid by the Trustee, before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the Trustee, its successor or successors in said trust, for the purposes hereinafter set forth, all of the following described property of the first party now owned or hereafter to be acquired, and all of its right, title, interest and equity of redemption therein, to wit:—

All of the said section of said Republican Valley Railroad, extending from the town of Hastings, in Adams County, to the town of Aurora, in Hamilton County, Nebraska.

Also, all standard gauge railroads and their branches in either of the States of Nebraska, Kansas or Colorado, or the Territories of Wyoming or Dakota, and the property and franchises appurtenant to and connected therewith, of which the first party may become the owner in fee, and which it shall specifically convey to the Trustee, as hereinafter provided.

Also, the said hereinbefore described bonds of the Nebraska and Colorado Railroad Company, and the Grand Island and Wyoming Central Railroad Company, and the Omaha and North Platte Railroad Company, amounting in the aggregate to eleven million seven hundred and eighty-four thousand four hundred dollars ($11,784,400).

And also, in addition to the bonds specifically mentioned herein, all such other bonds owned by the first party, and secured by first mortgages upon standard gauge railroads which are extensions of or connected with its railroad system, in the States of Nebraska, Kansas or Colorado, or the Territories of Wyoming or Dakota, as shall hereafter be deposited by the first party with the Trustee, in the manner hereinafter provided.

To have and to hold the said aforementioned and described railroads and railroad bonds, and all other the property, rights, titles, interests, privileges and franchises above mentioned or intended to be included, and every part thereof, with the appurtenances, unto the Trustee, its successor or successors in said trust, but upon the following trusts; that is to say:—

The first party shall have the right to deposit with the Trustee, in addition to the bonds hereinbefore specifically described and deposited, other bonds that may be issued by the said Nebraska and Colorado Railroad Company, or the Grand Island and Wyoming Central Railroad Company, or the Omaha and North Platte Railroad Company, for finishing the construction of their railroads and branches which they are or may be authorized by law to build, and may elect to build, and also other bonds owned by the first party, of railroad companies of said States of Nebraska, Kansas or Colorado, or said Territories of Wyoming or Dakota, whose railroads shall, when built, be extensions of or connected with its railroad system, as security for bonds to be issued hereunder; provided, that such deposited bonds shall not mature before May 1, 1927, shall draw interest at the rate of not less than five per centum (5%) per annum, payable semi-annually, and be secured by first mortgages upon the railroads, properties and franchises of the respective corporations executing and issuing the same; and provided further, that such bonds shall not exceed twenty thousand dollars ($20,000) per mile for single-track railroad, and ten thousand dollars ($10,000) additional per mile for second track, not including side and spur tracks.

The first party shall also have the right to convey to the Trustee, in addition to the section of the Republican Valley Railroad above mentioned, any other railroad or railroads of standard gauge, or any portions or parts thereof and their branches in either of said States or Territories, of which it may become the owner in fee; provided that said road or roads, when built, shall be extensions of or connected with the general railroad system of the first party, and shall, at the time of such conveyance, be free and clear of all incumbrances; and provided further, that the mileage of the railroads conveyed by this instrument, and of such roads as may be hereafter conveyed to the Trustee, and of the railroads mortgaged to secure bonds deposited and to be deposited with the Trustee, shall in no case exceed in the aggregate fifteen hundred (1,500) miles of single-track railroad, and an equal amount of second track.

Bonds secured hereunder shall be certified and delivered by the Trustee at the rate of twenty thousand dollars ($20,000) per mile for single-track railroad, and ten thousand dollars ($10,000) per mile additional for second track, not including side and spur tracks, for each mile of the said Republican Valley Railroad between Hastings and Aurora, and for each mile of other railroad that may be conveyed to it, in accordance with the foregoing provisions for the future conveyance of railroads, and also to an amount equal at par to the aggregate amount of such bonds so deposited with the Trustee, upon the written application of the first party, expressed through a resolution of its Board of Directors, adopted at a regular meeting, or at a special meeting called for that purpose, stating

the amount and rate of interest of the bonds secured hereunder then so to be issued, and accompanied by a certificate in writing from the Chief Engineer of the first party, verified by his affidavit, showing the number of miles of single track and the number of miles of second track then completed of said section of said Republican Valley Railroad, and of other railroad or railroads owned in fee by the first party, free and clear of all incumbrances, that have been conveyed to the Trustee, as hereinbefore stipulated and provided, and the number of miles of each of the various railroads whose bonds are so deposited with the Trustee.

Whenever any five coupon bonds of this series are offered for exchange into a registered bond (without coupons) for $5,000, the first party shall issue and the Trustee shall certify one such registered bond in exchange therefor, and the coupon bonds, so exchanged, shall be cancelled: and the Trustee shall, whenever requested so to do by the first party, certify new registered bonds in exchange for a like amount of registered bonds previously issued, upon the cancellation of the registered bonds so offered for exchange.

In case, and as soon as the first party shall become owner in fee by purchase, consolidation or otherwise of any railroad or railroads belonging to any of the railroad companies whose bonds are deposited with the Trustee as security for the bonds issued hereunder, such railroad or railroads, and the property and equipment belonging and appurtenant thereto, shall immediately inure to the Trustee, its successor or successors in said trust, for the objects and purposes of this trust; and the first party shall thereupon make apt and suitable conveyances thereof to the Trustee or its successors in said trust, to be held under this mortgage for the security of the bonds issued hereunder; and thereupon, or at any time thereafter, at the option of the first party, it shall have the right to withdraw such bond or bonds as are secured by mortgage thereon from the operation of this indenture; and the Trustee, upon request of the first party, in writing therefor, shall cancel and re-deliver the same to the first party, and it shall thereupon cause such mortgage to be discharged of record. But no bonds shall be issued or certified by the Trustee on account of road, the mortgage upon which has been so cancelled and the deposited bonds withdrawn, if bonds secured hereunder have already been issued on account of such deposited bonds.

The first party agrees that all locomotives, cars and other equipment, at any time owned by it and set apart for use upon its railroads in the States of Nebraska, Kansas and Colorado, and the Territories of Wyoming and Dakota, shall be suitably designated and marked, and as additional security for the bonds issued hereunder, the first party hereby transfers and conveys to the Trustee a *pro rata* share thereof on the basis of mileage, that is, such proportionate share of said equipment as the mileage of the railroads now or hereafter covered by this instrument, or by mortgage to secure bonds deposited with the Trustee, bears to the total mileage of all roads owned or operated by the first party in said States and Territories.

The Trustee shall collect the interest on all of the deposited bonds; and when so collected, shall immediately pay over the same to the first party,

as long as it shall not be in default in the payment of the interest or principal of the bonds secured hereunder.

All bonds of the first party issued in compliance with the terms of this instrument shall, in all respects, be equally secured by these presents, and upon all the property conveyed without preference, priority or discrimination, on account of or with reference to the actual times of the actual issue of said bonds or any of them.

The first party hereby covenants and agrees to and with the Trustee that all taxes and assessments that may be lawfully levied or assessed upon any railroad or railroads now or hereafter covered by this mortgage, or upon any of the railroads belonging to the companies whose bonds are so deposited with the Trustee, shall be paid as they respectively become due and payable.

In case of any default in the payment of any taxes or assessments, for the payment of which the first party is responsible, as hereinbefore provided, for the period of three (3) months after notice, in writing, by the Trustee, to the first party requiring payment of the same, or in case the first party shall fail to pay the principal or any part thereof, or any of the interest on any of its bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable, according to the tenor thereof, and for three (3) months thereafter, then, and in that case, the Trustee or its successor or successors in said trust, at its or their discretion, *may*, and upon the written request of the holders of one tenth (1/10) of the bonds issued hereunder and then unpaid, upon being indemnified by the parties making the application, *shall*, either:

First—Sell at public auction, at Lincoln, Nebraska, at such time or times as it or they may appoint, first giving notice of the time, place and terms thereof by advertisement, for the term of four (4) weeks, in some daily newspaper, published in Boston, Massachusetts, Chicago, Illinois, and Lincoln, Nebraska, respectively, and wherever else required by law, the bonds then held by them as security; and also, if at that time authorized or permitted by law, foreclose, by sale, said section of said Republican Valley Railroad and any other railroad or railroads, with the property and equipment belonging or appurtenant thereto that may have become subject to this indenture, in the manner hereinbefore provided. The sale of such bonds, railroads, property and equipment shall be for cash, but the bonds secured hereby, or any of them shall, if offered, be received in payment of any bid which shall be accepted at such sale, at the value of each bond, which shall be fixed by the ratio of the amount of the bid to the full amount then due on all said bonds. The proceeds of such sale shall be applied: *First*, in payment of the expenses connected with such sale and trust, including the compensation of the Trustee, and all charges incurred by it as such Trustee; and *Second*, in payment of the unpaid interest and principal of the bonds secured hereby, then unpaid, whether then due and payable or not, ratably and without discrimination as to persons; and if, after paying in full said expenses, bonds and interest, there shall be any money remaining in the hands of the Trustee, it shall pay the same to the first party, its successor or successors.

The Trustee shall have power to adjourn said sale from time to time at its discretion; and if adjourned to another date, it may make said sale at the time appointed, without further notice by advertisement; and the Trustee shall have power to make and deliver to the purchasers at such sale, good and sufficient deeds of conveyance of the property sold, which shall be a perpetual bar, both in law and equity, against the first party and all other persons whomsoever lawfully claiming the railroads, premises and property so sold, or any part thereof, by, from, through or under it.

And it is further declared and agreed that the receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of the premises and property which shall be sold as aforesaid for his or their purchase money, and such purchaser shall not, after the payment of such purchase money, be liable to see to its application upon or to the purposes or trusts of these presents, or in any manner answerable for any loss, misapplication or non-application of such purchase money, or any part thereof, or be obliged to inquire into the necessity or expediency of or for any such sale; or

Second—If said section of said Republican Valley Railroad and such other railroads, property and equipment as may have become subject to this indenture in the manner herein provided, cannot at the time be lawfully so foreclosed by sale at auction, in manner aforesaid, then and in that case, the Trustee shall sell such deposited bonds by public auction in manner aforesaid, and shall foreclose the equity of redemption to said section of said Republican Valley Railroad, and such other railroad or railroads, property and equipment by appropriate legal proceedings, and use and dispose of the money received under any such sale, sales, foreclosure or foreclosures, in the manner hereinbefore directed; or

Third—If, at the time of such default by the first party, the obligors in said bonds then so held by the Trustee shall also be in default, then the Trustee, if it deem it best for the security of the bonds issued hereunder, or is so advised by counsel, shall, instead of selling the deposited bonds as above provided, cause proper and apt proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose the mortgage or mortgages by which said bonds shall be secured, and also to foreclose this mortgage upon said section of said Republican Valley Railroad, and any other railroad or railroads, and the property and equipment belonging or appurtenant thereto that may at that time have become subject to this indenture in the manner hereinbefore provided; and the Trustee shall appropriate and dispose of the money received under such foreclosures in the manner hereinbefore directed; provided, however, that none of the remedies herein provided shall exclude the Trustee or its successor or successors, if it shall so elect, from any other legal or equitable remedy it may be entitled to in the premises.

But so long as the first party shall pay the interest which shall accrue and become due on the bonds secured hereby, no proceedings for the foreclosure of any mortgage executed to secure bonds deposited with the Trustee shall be instituted without the first party's request for the same in writing.

And it is also agreed that the first party will not at any time, nor in any manner, take, apply for or avail itself of any injunction or stay of proceedings, or plead, use, interpose or take advantage of any extension, stay, valuation or redemption law, or any other law of any State or Territory in which the property is or shall be located, now in force, or which may hereafter be in force, which may in any way alter, affect, impair or impede the rights or remedies of the holders of the bonds issued hereunder, or of the Trustee, or of its successors, as herein declared, or which shall affect or change the time, place, means or mode of perfecting, enjoying or enforcing any such rights, interests or remedies, as the same are herein declared and set forth.

In case the Trustee, its successor or successors in said trust, shall, for any reason, omit to avail itself of any such default as aforesaid, such omission shall not prejudice or impair the rights or remedies of the Trustee, or its successors in said trust, to avail itself of any other or further neglect or default of the first party.

Until default shall be made hereunder, the first party shall receive from the Trustee all of the interest collected by it on all deposited bonds, and shall dispose of the same as it, the first party, shall deem proper, and shall also retain possession of any railroad or railroads which may by the terms hereof be covered by this indenture, and shall receive and dispose of the current revenues of all such railroads, and of the property and equipment belonging or appurtenant thereto, as it shall deem proper.

And the first party, for itself and its successors, hereby agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises, or any part thereof, to said Trustee, or its successors in said trust, which counsel of the Trustee at any time may advise for the more effectually vesting the title to the property hereby granted or intended to be conveyed, in the Trustee, its successor or successors, and for the more fully carrying into effect the objects and purposes of these presents.

If the first party shall well and truly pay the principal of the bonds issued under and secured by this instrument, and all interest thereon, when the same shall become payable, according to the true meaning and intent of these presents, then all the estate, right, title and interest of the Trustee, and its successor or successors in the trust hereby created, shall cease, determine and become void, and the right and title to the premises and property conveyed hereunder shall revert to and revest in the first party, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry or other act, and all bonds then held by the Trustee shall be transferred and delivered by it to the first party, or its order.

The Trustee shall have full power in its discretion, upon the written request of the first party, to convey by way of release or otherwise, to the ·rsons designated by the first party, any lands which belong to said section f said Republican Valley Railroad, or to any other railroad or railroads hich shall be conveyed to the Trustee, or become subject to this indenture, n the manner hereinbefore provided, if, in the judgment of the Trustee, ch land shall not be necessary or material for present or future use in connection with the said railroads; and also to convey, as aforesaid, on

like request, any lands not occupied by the track, which may become disused by reason of a change of the location of any track, station-house, depot, shop or other building, and which the first party may deem it expedient to disuse or abandon by reason of such change, and to consent to any such change, and to such other changes in the location of the track, or depot, or other buildings, as in its judgment shall have become expedient, and to make and deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use in substitution for any so released and conveyed, which, in the judgment of the Trustee, shall be essential to the security of the holders of bonds issued hereunder, shall become subject to the operation of these presents, and shall be expressly conveyed to the Trustee.

The first party shall, however, have power to sell from time to time in its discretion, any equipment, machinery and materials in the ordinary course of its business, to be replaced by new, which shall immediately vest in the Trustee, without any further conveyance.

Schedules, signed by the Trustee, shall be attached to two originals of this mortgage, one such original to be held by the Trustee and one by the first party, showing what railroads, bonds and other property have been from time to time conveyed or transferred to or deposited with the Trustee for the security of the bonds issued hereunder.

Sinking Fund.

The first party further covenants and agrees that it will set aside, on the first day of May, in each year, up to and including the year 1926, a sum equal to one per cent of the par value of all the bonds which have then been issued hereunder, and apply the same to the purchase of such bonds, at a price of not to exceed one hundred and ten (110) and accrued interest, in the manner hereinafter prescribed; that is to say:

The first party shall give notice in the cities of Boston, Massachusetts, and New York, New York, by public advertisement, three times a week, for two successive weeks, in one daily newspaper published in each of the said cities, stating the amount applicable to the purchase of bonds, and the day and hour (which shall not be later than the fifth day of June in each year) when tenders will be opened, to sell to it, on the lowest terms, bonds issued hereunder; such tenders to be addressed to and opened by the Trustee.

In the event that no bonds, or that an insufficient amount of bonds to absorb said sum, are obtained by the above method, then the amount thereof unexpended shall be returned to the general funds of the company, and the obligation to purchase bonds therewith shall cease.

As soon as bonds are purchased, it shall be the duty of the first party to cancel the same and the interest coupons thereon.

On or before the first day of August, in each year, the first party shall furnish to the Trustee a statement showing the amount set apart in that year for the purchase of bonds, the amount of bonds purchased and cancelled, and the cost of the same; and shall submit said bonds to it for examination, and said Trustee shall thereupon furnish to the first party, a written certificate that it has examined the cancelled bonds and made a

record thereof, and that the first party has fulfilled its obligations to the sinking fund for that year.

It is further mutually agreed that the said Trustee, its successor and successors in said trust, shall only be accountable for gross negligence or wilful default in the management thereof, and shall not be responsible for the acts of any agent employed by it, when such agent shall have been selected with reasonable discretion.

And that said Trustee, its successor or successors in said trust, shall be entitled to reasonable compensation for its labor, services and expenses in the management of the same.

In the event of the resignation or inability to act, of said Trustee, or any Trustee of these presents, which inability shall be determined and declared by resolution of the Board of Directors of the first party, the first party shall, by a vote of its directors, proceed to designate a successor or successors in said trust, and shall notify the bondholders of such designation by an advertisement in one daily newspaper in each of the cities of Boston and New York, to be published three times a week for three successive weeks, and thereupon, unless the holders of a majority in amount of the bonds then outstanding shall, in writing, within thirty days from the last publication of such notice, notify the first party of their dissent from such appointment, the same shall stand, and shall by the first party be indorsed hereon.

In case such majority of the bondholders shall dissent as aforesaid from said appointment designated by the first party, and no agreement is made between the first party and such majority upon an appointment to fill such vacancy, within sixty (60) days from the last publication of said notice to the bondholders, then, upon the application of any bondholder, under these presents, after notice to the first party, or upon the application of the first party, a new Trustee or Trustees may be appointed by the judge of any court having jurisdiction of the premises.

If either the first party, or a majority in interest of the bondholders hereunder, shall desire to remove any Trustee or Trustees of these presents, and substitute other Trustee or Trustees in its or their place, they shall have the right so to do in the manner following, to wit: Such majority of the bondholders shall have the right, in a written communication to the first party, to express their desire for such change, and shall designate a successor or successors to take the place of the Trustee or Trustees they desire to have removed; and if such change and such new appointment shall be assented to by a vote of the directors of the first party, such new appointment shall stand, and it shall be, by the first party, indorsed hereon.

In like manner the first party, by vote of its directors, may declare its desire to make such change of Trustee or Trustees hereunder, and designate a successor or successors to succeed in said trust, and shall notify the bondholders thereof by an advertisement in one daily newspaper in each of the cities of Boston and New York, to be published three times a week for three successive weeks; and thereupon, if a majority in interest of the holders of all the outstanding bonds shall in writing, within thirty days

from the last advertisement, notify the first party of their dissent from such appointment of Trustee or Trustees, such appointment shall be void, otherwise, the appointment shall stand, and be by the first party endorsed hereon.

The person or persons, or corporation, so chosen or appointed in whatever manner as Trustee, or named in such judge's appointment, shall thereupon be and become the Trustee or Trustees for the time being of these presents as fully to all intents and purposes as if these presents had been in the first place executed and delivered to such person, persons or corporation.

But, should it be thought desirable or necessary by the counsel of the Trustee or Trustees, the parties hereto shall execute and deliver, or cause to be executed and delivered, such releases and conveyances as counsel shall advise to be necessary.

And each person or corporation appointed or chosen as Trustee, in whatever method, shall indorse an acceptance of such appointment upon this indenture.

It is further understood that during a vacancy for any cause, the remaining Trustee or Trustees, if any, shall, until such vacancy shall be filled, be fully empowered to execute all the provisions of this trust.

And that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor or survivors, and assigns, respectively, of the parties hereto.

The said Trustee hereby accepts the trust created by these presents.

In witness whereof, the said Chicago, Burlington and Quincy Railroad Company, party of the first part, has caused its corporate name to be hereunto, and to twenty-four (24) other originals, subscribed, and its corporate seal to be hereto attached by its President, and the same to be attested by its Secretary, and the said Trustee has also hereunto, and to the twenty-four (24) other originals, caused its corporate name to be subscribed, and its corporate seal to be hereto attached, by its President, and the same to be attested by its Secretary, all on the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[Seal] By CHARLES E. PERKINS,
President.

Attest:
T. S. HOWLAND,
Secretary.

THE NEW ENGLAND TRUST COMPANY,
[Seal] By WILLIAM ENDICOTT, JR.,
President.

Attest:
N. H. HENCHMAN,
Secretary.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK. } ss.

On this twenty-first day of February, A. D. 1887, before me, a Notary Public in and for said County of Suffolk, duly commissioned to take acknowledgments and proof of deeds and other instruments in writing, under seal, personally came C. E. Perkins, President, and T. S. Howland, Secretary, of the Chicago, Burlington and Quincy Railroad Company, to me known to be such President and Secretary, and to be the persons who executed the foregoing instrument, and whose names are thereto subscribed as such officers, and severally duly acknowledged the same to be their free and voluntary act and deed as such President and Secretary, and the free and voluntary act and deed of the said Chicago, Burlington and Quincy Railroad Company, for the uses and purposes therein expressed; and the said C. E. Perkins and T. S. Howland, being by me first duly sworn, did depose and say: that they are respectively President and Secretary, as hereinbefore stated, of said railroad company; that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of said railroad company; that it was affixed thereto by order of said company duly made, and that they signed their respective names thereto as such President and Secretary by the like order.

In witness whereof, I hereunto set my hand and official seal, this twenty-first day of February, A. D. 1887.

W. J. LADD,
Notary Public.

[Seal]

RECORDED IN NEBRASKA

County	*Date*		*Book*	*Page*
Adams	3/26/1887	38	Mortgages	330
Blaine	4/ 9/1887	A	Mortgages	100
Box Butte	12/11/1888	10	Mortgages	34
Buffalo	3/26/1887	28	Mortgages	415
Butler	2/ 2/1888	24	Mortgages	108
Chase	3/24/1891	K	Mortgages	574
Colfax	2/ 2/1888	Q	Mortgages	177
Clay	3/26/1887	34	Mortgages	47
Custer	3/26/1887	14	Mortgages	48
Dawson	3/29/1887	H	Mortgages	124
Douglas	3/23/1887	55	Mortgages	618
Fillmore	3/25/1887	27	Mortgages	348
Franklin	3/26/1887	22	Mortgages	53
Frontier	3/28/1887	6	Mortgages	158
Furnas	3/25/1887	A	Misc. Rec.	517
Gage	3/21/1891	17	Mortgages	265
Garfield	2/16/1888	M2	Mortgages	437
Gosper	3/28/1887	4	Mortgages	334
Grant	12/12/1888	1	Mortgages	57
Greeley	2/ 3/1888	10	Mortgages	182

County	*Date*		*Book*	*Page*
Hall	3/26/1887	9	Mortgages	248
Hamilton	3/25/1887	8	Mortgages	334
Harlan	3/28/1887	K	Mortgages	547
Hayes	2/ 6/1888	4	Mortgages	575
Hitchcock	3/26/1891	14	Mortgages	442
Howard	2/ 2/1888	M	Mortgages	400
Kearney	3/26/1887	16	Mortgages	55
Keith	2/ 2/1888	C	Mortgages	393
Lincoln	3/26/1887	6	Mortgages	276
Loup	2/14/1888	1	Mortgages	81
Merrick	2/ 3/1888	12	Mortgages	1
Nance	2/ 1/1888	7	Mortgages	597
Nuckolls	2/25/1887	13	Mortgages	275
Phelps	3/26/1887	N	Mortgages	376
Red Willow	3/11/1889	17	Mortgages	144
Saline	3/25/1887	32	Mortgages	322
Sarpy	3/25/1887	H	Mortgages	351
Saunders	3/31/1887	2	Mortgages	440
Sherman	3/26/1887	7	Mortgages	546
Sheridan	12/11/1888	F	Mortgages	1
Thayer	2/28/1887	V	Mortgages	1
Thomas	12/ 5/1888	1	Mortgages	161
Webster	3/26/1887	P	Mortgages	1
Valley	2/ 3/1888	10	Mortgages	492
Wheeler	2/17/1888	C	Mortgages	599
Unorganized Territory lying between Thomas and Grant Counties.	12/5/1888	1	Mortgages	161

RECORDED IN COLORADO

County	*Date*		*Book*	*Page*
Logan	3/ 8/1888	28	Misc. Rec.	378
Washington	3/ 6/1888	9	Misc. Rec.	454
Weld	2/ 3/1888	71	Mortgages	197

RECORDED IN KANSAS

County	*Date*		*Book*	*Page*
Cloud	3/23/1891	22	Mortgages	480
Cheyenne	3/11/1889	10	Mortgages	289
Cheyenne	4/14/1891	13	Mortgages	585
Decatur	3/12/1889	O	Mortgages	609
Norton	3/23/1891	25	Mortgages	548
Phillips	3/24/1891	35	Mortgages	367
Rawlins	3/12/1889	J	Mortgages	37
Republic	3/26/1891	25	Mortgages	169
Washington	3/23/1891	56	Mortgages	82

RECORDED IN WYOMING

County	*Date*	*Book*	*Page*
Laramie	2/16/1888	53 Mortgages	512

TRUST MORTGAGE, July 1, 1899.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

to

THE NEW ENGLAND TRUST COMPANY.

ILLINOIS DIVISION MORTGAGE.

Maturing July 1, 1949; redeemable after July 1, 1929.

Indenture, made this first day of July, one thousand eight hundred and ninety-nine, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the first part, hereinafter called "the Company," and The New England Trust Company, a corporation organized and existing under the laws of Massachusetts, Trustee, party of the second part, hereinafter called "the Trustee:"

Whereas, the Company owns certain connected railroads and railroad property, hereinafter to be specifically described, in the States of Illinois, Wisconsin, Iowa, and Minnesota, and may from time to time hereafter wish to build, buy, or otherwise acquire, in the said States, or any of them, or elsewhere, other railroads and property; and,

Whereas, certain of the railroads and property by this Indenture to be conveyed are subject to prior liens of former mortgages or deeds of trust, executed to secure existing bonds, issued or assumed by the Company, and now payable or outstanding and maturing at different dates hereafter; and

Whereas, in some cases the payment of said existing bonds is further secured by the pledge or hypothecation of underlying bonds secured by mortgages or deeds of trust upon certain of said railroads; and,

Whereas, the Company holds in its treasury, and desires present payment of, certain other existing bonds not pledged, issued pursuant to mortgages or deeds of trust upon certain of said railroads, and also holds certain unsecured obligations, issued by certain companies formerly owning certain of said railroads; and,

Whereas, the Company desires to provide means for retiring the said several existing bonds, issued or assumed by it, as aforesaid, either at or before the maturity thereof; and,

Whereas, the growing business of its railroads will make it necessary for the Company, in the future, and from time to time, to make improvements, additions, and betterments thereto, and to procure additional equipment therefor, for all of which it desires to provide the means of payment; and,

Whereas, it may become necessary or expedient for the Company to buy, build, or otherwise acquire, for the purpose of connecting its various railroads, bridges across the Mississippi River, or elsewhere; and,

Whereas, the Company is authorized to execute mortgages of its railroads, property, and franchises, to secure the payment of bonds issued to provide for the cost of the construction or acquisition and equipment of

the same, and of any improvements, additions, and betterments thereto; and has duly resolved to issue, from time to time hereafter, coupon and registered bonds, for the purposes aforesaid, not exceeding the principal sum of Eighty-five Million Dollars ($85,000,000); to be issued in the manner hereinafter set forth; to be equally secured by a mortgage upon the railroads, property, and franchises in this Indenture described; to be dated the first day of July, 1899; to mature the first day of July, 1949; to bear such rate of interest, not exceeding five (5) per cent. per annum, payable semi-annually on the first days of January and July in each year, as from time to time shall be determined by its Directors, and as shall be designated in the bonds when issued; to be payable, at maturity, in lawful money of the United States of America, at the office or agency of the Company in the City of Boston, the interest to be payable, in like lawful money, at said office or agency or at such other office or agency in the City of New York or elsewhere as the Company, through its Directors, may from time to time determine; to be redeemable, in like lawful money, at the office or agency in said Boston, at the option of the Company, on any day when interest falls due after July 1, 1929, upon six months' notice, at par with accrued interest, for all bonds issued bearing interest at a less rate than three and one-half (3½) per cent. per annum, and at one hundred and five (105) per cent. and accrued interest for all bonds issued bearing interest at a rate of not less than three and one-half (3½) per cent. per annum; to be certified by the Trustee, and issued under and in accordance with the terms of this Indenture, and not otherwise; the coupon bonds to be of one series, of such denomination, or of several series of such different denominations, as the Directors may from time to time prescribe; if of one series, to be numbered consecutively from one (1) to the highest number issued, and if of more than one series, each series to be appropriately designated and numbered consecutively from one (1) to the highest number issued; to pass by delivery unless registered, and to be exchangeable into registered bonds without coupons, upon the conditions and in the manner in said bonds and in this Indenture set forth; the registered bonds without coupons to be of several series, of the denomination of Five Thousand Dollars ($5,000) or any multiple thereof as the Directors may from time to time prescribe, the several respective series thereof to be appropriately designated and numbered consecutively from one (1) to the highest number that shall be issued; the said coupon bonds and the coupons thereto attached, the said registered bonds and the Trustee's certificate attached to each of said bonds, to be respectively and substantially in form as follows, viz.:

(Form of Coupon Bond.)

No..... $.....

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

ILLINOIS DIVISION MORTGAGE PER CENT. BOND.

The Chicago, Burlington & Quincy Railroad Company, hereinafter called the Company, promises to pay to the bearer, or if registered, to the registered holder of this bond or assigns Dollars ($),

in lawful money of the United States of America, on the first day of July, 1949, at the office or agency of the Company in the City of Boston, Massachusetts, and to pay interest thereon in like lawful money from and after the first day of July, 1899, at the rate of per cent. (%) per annum, payable semi-annually on the first days of January and July in each year, at said office or agency of the Company in Boston, or at such office or agency of the Company in the City of New York, or elsewhere as its Directors may from time to time designate, but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed hereto. The Company may, but shall not be obliged to, require proof of ownership of any coupon before paying the same; and payment thereof to the person presenting the same, shall in any case discharge the Company.

Upon any interest day after July 1, 1929, the Company may redeem this bond upon six (6) months' notice at and accrued interest; and if the Company, in the exercise of the option aforesaid, shall decide to redeem this bond, and shall give notice as in the mortgage hereinafter referred to is more particularly provided, then and in such case, interest upon this bond shall cease upon the day fixed in said notice for redemption.

This bond is one of a series of Coupon Bonds, issued and to be issued under and in pursuance of, and all equally secured by an Indenture of Trust and Mortgage dated July 1, 1899, and executed by the Company to The New England Trust Company, of Boston, Trustee, upon the property and franchises of the Company mentioned in said Indenture, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured.

This bond shall pass by delivery, unless registered in the owner's name on the books of the Company at its office or agency in either said Boston or said New York, such registration being noted on the bond by the proper officer of the Company. After such registration this bond shall pass only by transfer on the Company's books by the registered owner, or his attorney, thereto duly authorized, the transfer being similarly noted on the bond by such officer of the Company, unless the last transfer shall have been made and registered to bearer, in which case, the bond shall again pass by delivery until again registered. The coupons shall in all cases be payable to bearer, whether the bond itself is registered or not.

Coupon bonds bearing interest at the same rate, and amounting at par to Five Thousand Dollars ($5,000), or any multiple thereof, may be exchanged at the option of the holder for a registered bond or bonds without coupons, bearing interest at the same rate and of the same aggregate amount, at the office or agency of the Company in said Boston.

No recourse shall be had for the payment of the principal or interest of this bond, to any stockholder, officer, or director of the Company, either directly or through the Company, by virtue of any statute, or by the enforcement of any assessment or otherwise.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under

said Indenture. The War Revenue tax has been paid by stamps on the mortgage.

In witness whereof, the said Chicago, Burlington & Quincy Railroad Company has caused this bond to be signed by its President, or one of its Vice-Presidents, and countersigned by its Assistant Treasurer, and its corporate seal to be hereunto affixed, and coupons for said interest with the engraved signature of its Assistant Treasurer to be hereunto attached, this first day of July, 1899.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

by

[L. S.] *Vice-President.*

Assistant Treasurer.

(Form of Coupon.)

No..... $.....

On the first day of , , the Chicago, Burlington & Quincy Railroad Company will pay to bearer, at its office or agency in the City of Boston, Massachusetts, or at such office or agency in the City of New York, or elsewhere, as its Directors may from time to time designate,
Dollars ($), in lawful money of the United States, being six (6) months' interest on its Illinois Division Mortgage per cent. bond. No.

Assistant Treasurer.

(FORM OF REGISTERED BOND WITHOUT COUPONS.)

No..... $.....

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

ILLINOIS DIVISION MORTGAGE PER CENT. BOND.

The Chicago, Burlington & Quincy Railroad Company, hereinafter called the Company, promises to pay to the registered holder hereof or assigns, Dollars ($) in lawful money of the United States of America, on the first day of July, 1949, at the office or agency of the Company in the City of Boston, Massachusetts, and to pay interest thereon in like lawful money from and after the semi-annual interest day next preceding the date of the first registration hereof, or from the date of such registration if made upon an interest day, at the rate of per cent. (%) per annum, payable semi-annually on the first days of January and July in each year, at said office or agency of the Company in Boston, or at such office or agency of the Company in the City of New York, or elsewhere, as its Directors may from time to time designate.

Upon any interest day after July 1, 1929, the Company may at its option redeem this bond, after six (6) months' notice, at and accrued interest; and if the Company, in the exercise of the option aforesaid, shall decide to redeem this bond, and shall give notice as in the mortgage hereinafter referred to is more particularly provided, then and in such case, interest upon this bond shall cease upon the day fixed in said notice for redemption.

This bond is one of a series of registered bonds, without coupons, issued and to be issued under and in pursuance of, and all equally secured by an Indenture of Trust and Mortgage dated July 1, 1899, and executed by the Company to The New England Trust Company, of Boston, Trustee, upon the property and franchises of the Company mentioned in said Indenture, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured.

This bond is transferable by the registered holder hereof, or by his attorney thereto duly authorized, on the books of the Company, at its office or agency in said Boston or said New York, such transfer being noted on the bond by the proper officer of the Company, as provided in said Indenture.

No recourse shall be had for the payment of the principal or interest of this bond, to any stockholder, officer or director of the Company, either directly or through the Company, by virtue of any statute, or by the enforcement of any assessment or otherwise.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said Indenture. The War Revenue tax has been paid by stamps on the mortgage.

In witness whereof, the said Chicago, Burlington & Quincy Railroad Company has caused this bond to be signed by its President, or one of its Vice Presidents, and countersigned by its Assistant Treasurer, and its corporate seal to be hereunto affixed, this first day of July, 1899.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

by

[L. S.] *Vice-President.*

Assistant Treasurer.

(Form of Trustee's Certificate.)

The New England Trust Company of Boston, Massachusetts, hereby certifies that this bond is one of a series, issued under and described in the within named Indenture of trust and mortgage, dated July 1, 1899.

THE NEW ENGLAND TRUST COMPANY,

by

Registrar.

Now, therefore, this Indenture witnesseth:

That, in order to secure the payment of the principal and interest of all bonds issued under this Indenture, according to their tenor and effect, and

the performance of the covenants and obligations hereinafter contained, and in consideration of the acceptance by the Trustee of the trusts hereby created, of the purchase and acceptance of said bonds by the said holders thereof, and of one dollar ($1) by the Trustee in hand paid upon the execution and delivery of this Indenture, the receipt whereof is hereby acknowledged, the Company doth hereby grant, bargain, sell, convey, transfer, and assign unto the said Trustee, its successors and assigns, subject, however, to the priority of lien of existing mortgages, the following described railroads, property, franchises, and privileges, viz.:—

Beginning at Chicago, Illinois, thence extending by way of Aurora, Montgomery, Earlville, Mendota, Buda, Galva, Galesburg, Monmouth, Gladstone and Carthage Junction, to the Mississippi River, and across said river to and into the City of Burlington, Iowa, to the north line of Locust Street in said City, a distance of about two hundred and four (204) miles;

Beginning at Galesburg aforesaid, thence extending by way of Bushnell to Quincy, Illinois, and there connecting with the railroad and property of the Quincy Railroad Bridge Company, a distance of about one hundred and two (102) miles;

Beginning at South Aurora, thence extending by way of Shabbona, Flag Center, Oregon, Savanna and East Dubuque, Illinois, and La Crosse, Wisconsin, to St. Paul, Minnesota, a distance of about three hundred and eighty (380) miles;

Beginning at Rock Island, Illinois, thence, extending by way of Barstow, Monmouth and Bushnell, to East Alton, Illinois (formerly called Wann), a distance of about two hundred and twenty-seven (227) miles;

Beginning at South Aurora, thence extending to West Chicago (formerly called Turner Junction), a distance of about twelve (12) miles;

Beginning at Aurora aforesaid, thence extending to Geneva, a distance of about ten (10) miles;

Beginning at Montgomery aforesaid, thence extending by way of Sheridan Junction to Streator, a distance of about fifty-eight (58) miles;

Beginning at Streator aforesaid, thence extending to Walnut Junction, a distance of about fifty-nine (59) miles;

Beginning at Sheridan Junction aforesaid, thence extending by way of Earlville aforesaid, to Paw Paw, a distance of about twenty (20) miles;

Beginning at Mendota aforesaid, thence extending by way of Walnut, East Clinton and Fulton, to Savanna aforesaid, a distance of about eighty-two (82) miles;

Beginning at Buda aforesaid, thence extending to Elmwood, a distance of about forty-four (44) miles;

Beginning at Yates City, thence extending to Rushville, a distance of about sixty-three (63) miles;

Beginning at Galva aforesaid, thence extending by way of Arpee, to New Boston, a distance of about fifty-one (51) miles;

Beginning at Galesburg aforesaid, thence extending by way of Yates City and Elmwood, to Peoria, a distance of about fifty-three (53) miles;

Beginning at Galesburg aforesaid, thence extending to Rio, a distance of about twelve (12) miles;

Beginning at Gladstone aforesaid, thence extending by way of Keithsburg to Arpee, a distance of about twenty-three (23) miles;

Beginning at Carthage Junction aforesaid, thence extending by way of Carthage to Quincy, a distance of about seventy (70) miles;

Beginning at Quincy aforesaid, thence extending to East Hannibal and East Louisiana, a distance of about forty-six (46) miles;

Beginning at Shabbona aforesaid, thence extending by way of Sterling to Barstow, a distance of about eighty-eight (88) miles;

Beginning at Flag Center aforesaid, thence extending to Rockford, a distance of about twenty-three (23) miles;

Beginning at Oregon aforesaid, thence extending to Forreston, a distance of about eighteen (18) miles;

Beginning at Galena Junction, thence extending to Galena, a distance of about four (4) miles;

Together with all the road beds, rights of way, station grounds, railroad yards, terminal grounds, and other lands and property held by the Company for the use and operation of its said railroads or appurtenant thereto, lying and situate in Chicago, Quincy, and East St. Louis, Illinois, in Burlington, Iowa, south of the north line of Locust Street aforesaid, Clinton and Dubuque, Iowa, and Winona, St. Paul and Minneapolis, Minnesota, and elsewhere.

Also, all telegraph and telephone lines, tools, supplies, and material, buildings, real estate, and all other real and personal property of whatsoever description, now owned or hereafter acquired by the Company for the use and operation of said railroads, or any of them, and appurtenant thereto; and all franchises, easements, rights, and privileges, now or hereafter appurtenant to said railroads and other property, or any part thereof;

Also, such proportionate share of all locomotives, cars, and other equipment at any time owned by it and set apart for use upon its railroads east of the Missouri River, as the mileage of the railroads conveyed, pursuant to this Indenture, shall bear to the total mileage of all railroads owned by the Company east of the Missouri River;

Also, all rents, issues, profits, tolls, and income of the railroads and other property aforesaid now, or at any time hereafter, subject to the lien of this Indenture.

To have and to hold all and singular the premises and property above described, with their appurtenances, unto the said Trustee, its successors in said trust and assigns, to its and their own use and behoof forever; subject, however, to prior liens of existing mortgages as aforesaid, and also subject to all reservations, if any, contained in any conveyance under which the Company has acquired, or shall hereafter acquire, title to any of the railroads or property conveyed by this Indenture;

In trust, nevertheless, for the equal and proportionate benefit of all holders of bonds issued under and secured by this Indenture, without preference, priority, or distinction, as to lien or otherwise, of any one bond over any other bond by reason of priority in the issue or negotiation thereof;

It being hereby declared and covenanted with each holder of said bonds that all of the same which are executed, certified, and issued, shall be equally secured by this Indenture, in accordance with, and subject to, the covenants and trusts following, that is to say:

ARTICLE I.

On any interest day after July 1, 1929, the Company, at its option, may redeem all of the bonds secured by this Indenture and then outstanding, upon six (6) months' notice, at par and accrued interest for all bonds issued bearing interest at a less rate than three and one-half (3½) per cent. per annum, and at one hundred and five (105) per cent. and accrued interest for all bonds issued bearing interest at a rate of not less than three and one-half (3½) per cent. per annum; and if the Company, in the exercise of the option aforesaid, shall decide to redeem the said bonds and shall fix the day of redemption, and shall give notice as hereinafter provided, and shall stand ready and able well and truly to redeem all said bonds pursuant to the terms of this Indenture; then and in such case interest upon all of the bonds aforesaid shall cease upon the day so fixed for redemption.

The notice shall be given in the manner following, viz.: Appropriate attested resolutions of the Directors fixing the day of redemption shall be delivered to the Trustee; and an appropriate notice, fixing the day of redemption and stating the terms thereof and the place at which bonds will be redeemed, and declaring that from and after said day of redemption the interest on said bonds shall cease, shall be published daily in a newspaper of each of the cities of Boston and New York for four consecutive weeks, the last publication to be at least six months before the day fixed for redemption.

The Directors may also give additional notice if circumstances shall in their judgment so require.

ARTICLE II.

SECTION 1. Bonds and coupons issued pursuant to this Indenture shall be of the tenor and form hereinbefore set forth; coupons shall be authenticated by the engraved signature of the present or any future Treasurer or Assistant Treasurer of the Company, and each bond shall bear a certificate of the Trustee, also of the tenor and form hereinbefore set forth, which certificate shall be conclusive evidence of the validity of the issue of said bonds under this Indenture.

Bonds executed by officers of the Company, at the time duly authorized to execute the same may be delivered, certified, and issued, notwithstanding such officers, at the time of such delivery, certification, and issue, may have ceased to be officers of the Company.

Any of said bonds may be originally issued as coupon bonds, with or without registration, or as registered bonds without coupons, at the pleasure of the Company.

Coupon bonds shall be of one series, of such denomination, or of several series of such different denominations, as the Directors may from time to time prescribe; if of one series, to be numbered consecutively from one (1) to the highest number issued, and if of more than one series, each series to

be approximately designated and numbered consecutively from one (1) to the highest number issued; exchangeable into registered bonds without coupons, upon the conditions and in the manner in said bonds and in this Indenture set forth; the registered bonds without coupons may be of several series, of the denomination of Five Thousand Dollars ($5,000) or any multiple thereof as the Directors may from time to time prescribe; the several respective series thereof to be appropriately designated and numbered consecutively from one (1) to the highest number issued.

§ 2. Of the authorized issue there shall be reserved, by the Trustee, bonds to the aggregate principal sum of Fifty-five Million Dollars ($55,000,000), to enable the Company to pay and discharge the following bonds and other obligations, whether the same be outstanding, or held by the Company, or in sinking funds of the Company, that is to say:

$28,924,000 of Chicago, Burlington & Quincy Railroad seven (7) per cent. consolidated mortgage bonds and scrip, maturing July 1, 1903;

$2,320,000 of Chicago, Burlington & Quincy Railroad five (5) per cent. bonds of the Chicago & Iowa Division, maturing February 1, 1905;

$2,315,000 of Chicago, Burlington & Quincy Railroad five (5) per cent. sinking fund bonds, maturing October 1, 1901;

$1,076,000 of Ottawa, Oswego & Fox River Valley Railroad eight (8) per cent. mortgage bonds, maturing July 1, 1900;

$8,053,500 of Chicago, Burlington & Northern Railroad first mortgage five (5) per cent. bonds, maturing April 1, 1926.

$3,450,000 of Chicago, Burlington & Northern Railroad second mortgage six (6) per cent. bonds, maturing June 1, 1918.

$908,000 of Chicago, Burlington & Northern Railroad equipment mortgage five (5) per cent. bonds, maturing February 1, 1903;

$400,000 of Chicago, Burlington & Northern Railroad six (6) per cent. funding notes, maturing April 1, 1926.

$1,163,200 of Illinois Valley & Northern Railroad six (6) per cent. mortgage bonds, maturing January 1, 1928.

$243,800 of Galesburg & Rio Railroad six (6) per cent. mortgage bonds, maturing May 1, 1927.

$840,000 of Quincy, Alton & St. Louis Railroad five (5) per cent. mortgage bonds, maturing February 1, 1902.

§ 3. The Trustee shall certify and deliver bonds for the purposes provided for in section two (2) hereof, in the manner following, viz.:

Whenever and as often as the Company shall surrender to the Trustee any of the bonds or other obligations aforesaid, whether cancelled or uncancelled, the Trustee, upon the demand or demands of the Company expressed through attested resolutions of its Directors, shall certify and deliver to the Company, bonds secured by this Indenture for an amount equal, at par of each, to the amount of existing bonds or other obligations surrendered, and for such additional amount as shall be equal to the premiums, if any, paid by the Company therefor, and so shall continue from time to time until all the existing bonds, and other obligations, aforesaid, have been surrendered. The certificate of the Treasurer or Assistant Treas-

urer of the Company setting forth the premiums paid shall be conclusive on the Trustee and the Company.

And if any issue of existing bonds so surrendered to the Trustee has been secured by the pledge or hypothecation of underlying bonds issued under any mortgage or deed of trust upon any railroad, or part thereof, conveyed by this Indenture, the Company, when and as it rightfully may, shall withdraw such underlying bonds from the pledgee thereof, and shall deposit them with the Trustee, whether cancelled or uncancelled. The Trustee shall hold all such existing bonds, and such underlying bonds, so surrendered to it as aforesaid, for the further security of the bonds secured by this Indenture, until such time as the lien or liens of the mortgages or deeds of trust securing the same shall have been fully discharged or satisfied, or adequate provision made therefor, and shall further hold said existing bonds and underlying bonds for the better security of the title of the Company until the Company shall, by attested resolution of its Directors, demand to have them cancelled, and thereupon the Trustee shall, to the extent that they have not been cancelled, cancel the same, and deliver them to the Company; provided, however, that no such existing bonds shall be so cancelled or delivered to the Company unless all prior liens securing underlying bonds, deposited as aforesaid for the further security of such existing bonds, shall have been fully satisfied, or adequate provision made therefor. The report of Counsel of the Trustee to it on the question whether the lien or liens of the mortgages or deeds of trust securing any of the existing or any of the underlying bonds aforesaid have been fully discharged or satisfied, or whether adequate provision has been made therefor, shall be conclusive on the Trustee and the Company.

If, after the surrender to the Trustee of ninety-five (95) per cent. of all the existing bonds and obligations hereinbefore enumerated, and after the Trustee shall have set aside an amount of bonds equal, at par of each, to the amount of said existing bonds and obligations not so surrendered, there be unissued any residue of bonds of the aforesaid reserve of Fifty-five Million Dollars ($55,000,000), then the Trustee, without any other or further condition precedent, shall certify and deliver to the Company such residue of the bonds reserved as aforesaid and then remaining unissued, upon the demand or demands of the Company expressed through attested resolutions of its Directors.

§ 4. The Trustees reserving the Fifty-five million dollars ($55,000,000) of bonds, as before provided, shall certify and deliver to the Company, upon its demand or demands, expressed from time to time through attested resolutions of its Directors, and without any other or further conditions precedent:

First—Bonds to an amount not exceeding One million dollars ($1,000,000), to be used in the discretion of the Directors, for facilitating and promoting the discharge of the debts in Section II. of this Article enumerated; and

Second—Bonds to the amount of Fifteen million dollars ($15,000,000), to be used in reimbursing the Treasury of the Company for expenditures heretofore made in the acquisition of or in procuring or aiding in the con-

struction of the railroads hereinbefore conveyed, and of the terminals and other property thereto appurtenant.

§ 5. The remainder of the bonds authorized by this Indenture shall be, from time to time, certified by the Trustee and issued by the Company only when and as the same, or the proceeds thereof, shall be required by the Company for the cost of additions, improvements, and betterments, of and to the railroads and property conveyed by this Indenture, or of additional equipment therefor, or of building, buying, or otherwise acquiring additional railroads or other property in the States of Illinois, Wisconsin, Iowa or Minnesota aforesaid or elsewhere and of additions, improvements, and betterments thereto and equipment therefor, or of buying, building, or otherwise acquiring, for the purpose of connecting its various railroads, bridges across the Mississippi River or elsewhere; and in any such case, the Trustee shall certify and deliver bonds, upon the demand or demands of the Company, expressed through attested resolutions of its Directors, which resolutions shall state the cost of the addition, improvement, betterment, equipment, or, in the proper case, the cost of building, buying, or otherwise acquiring additional railroads, bridges or other property as aforesaid, and also the amount of bonds which then may be rightfully certified and delivered and issued by the Company, and shall be accompanied by the affidavit or affidavits of the Chief Engineer, showing that an expenditure for such purposes has been made which at least equals the amount of bonds so presently demanded.

§ 6. The Trustee shall certify, and deliver to the Company, bonds rightfully demanded by it, as is provided by this Indenture, all at one time, or in such parts and at such time or times, as may be designated by its Directors in appropriate resolutions as aforesaid.

§ 7. The Trustee shall not certify and deliver bonds in an aggregate principal sum exceeding Eighty-five Million Dollars ($85,000,000) at any one time outstanding.

The Trustee may from time to time, and at any time hereafter, require from the Company statements, showing the aggregate amount of bonds issued and then outstanding and secured by this Indenture, and may, for its information in this behalf, have reasonable access to the books of the Company.

§ 8. Coupon bonds issued under this Indenture shall pass by delivery, unless registered in the name of the owner upon the books of the Company at its office or agency in Boston, or in New York, such registration being noted on the bond by the proper officer of the Company. After such registration, such bonds shall pass only by transfer on the books of the Company, by the registered owner, or his attorney thereto duly authorized, and the transfer shall be in like manner noted on the bond by such officer of the Company, unless the last transfer shall have been made and registered to bearer, in which case such bonds shall again pass by delivery until again registered. The coupons shall in all cases be payable to bearer, whether the bonds themselves be registered or not.

Whenever coupon bonds issued under this Indenture, bearing interest at the same rate, and amounting at par to Five Thousand Dollars ($5,000),

or any multiple thereof, are offered in exchange for a registered bond or bonds without coupons, the Company shall issue, and the Trustee shall certify in exchange therefor, a registered bond or bonds to the same aggregate amount, also bearing interest at the same rate.

The Company shall deliver all bonds surrendered as aforesaid to the Trustee, which shall cancel the same, together with all coupons not yet matured, and return the same to the Company.

Every registered bond without coupons issued under this Indenture shall be transferable by the registered holder thereof, or by his attorney thereto duly authorized, on the books of the Company, at its office or agency in said Boston, or said New York. In every such case the transfer shall be noted on the bond by appropriate entry, signed by the proper officer of the Company.

§ 9. In case any bond issued under this Indenture is mutilated, lost, or destroyed, the Company, if its Directors shall so determine, and upon such terms as they may prescribe, may issue a new bond of like tenor, kind, and date, to be executed on behalf of the Company, by its officers for the time being, and to be certified by the Trustee upon demand of the Company.

ARTICLE III.

The Company shall maintain the properties conveyed by this Indenture in good condition and repair, and operate the same according to law; shall pay the principal and interest of all bonds issued under this Indenture according to the terms thereof; shall pay all taxes and assessments, federal, state, or municipal, upon said properties, or any part thereof; shall maintain an office or agency in Boston, and in New York, for the registration of bonds, in books to be kept for the purpose, in accordance with the provisions of said bonds and of Article II. hereof; shall dispose of said bonds only in the manner provided in this Indenture, and shall apply the proceeds thereof only to the purposes in this Indenture prescribed; shall at all times hereafter upon request in writing, execute and deliver to said Trustee such further reasonable or necessary conveyances of the property and franchises intended to be conveyed by this Indenture, whether now owned or hereafter to be acquired, as may be required for the more fully assuring to the said Trustee said property and franchises, and for carrying into effect the objects and purposes of this Indenture; and covenants that it will not apply for, or avail itself of any injunction or stay of proceedings, or plead, or in any way take advantage of, any extension law, stay law, valuation law, redemption law, appraisement law, or any other law of any State or Territory in which any property conveyed by this Indenture is or shall be located or found, whether now in force or which may hereafter be in force, which in any way may alter, impair, or impede the rights or remedies of the holders of the bonds issued, or of the Trustee, or which shall effect or change the time, place, means or mode of perfecting or enforcing such rights or remedies.

ARTICLE IV.

Upon the request of the Company from time to time, expressed through attested resolutions of its Directors, and subject to the conditions and

limitations in this article prescribed, but not otherwise, the Trustee shall release from the lien and operation of this Indenture any part of the mortgaged premises then subject thereto.

If the property which the Company desires to have so released is real estate, track, or rights of way which, in the judgment of the Company, is no longer necessary for use in connection with its railroad, the proceeds of any sale thereof, if in excess of one thousand dollars ($1,000), shall be paid to the Trustee and used by it in the purchase of bonds issued under this Indenture; or, if the Company so elect, shall be used by it, with the consent of the Trustee, in making additions to the railroads and property conveyed by this Indenture, in the purchase of additional real estate, or in the improvement and betterment of the mortgaged premises.

Any and all real estate acquired by the Company in exchange for or to take the place of any real estate released or withdrawn from the lien and operation of this Indenture shall become and be subject to the lien hereof as fully as if specifically mortgaged hereby; but, if requested by the Trustee, the Company shall convey the same to the Trustee by appropriate deed, upon the trusts and for the purposes of this Indenture.

No part of the track, or of the rights of way conveyed by this Indenture, shall be released therefrom unless the same shall no longer be nesessary in the use and operation of the Company's railroads, nor if thereby the continuity of any line or railroad remaining subject to this Indenture shall be broken.

The attested resolution or resolutions of the Directors, describing the railroad or the real estate which the Company desires to have released from the lien of this Indenture, and the price to be paid therefor, and certifying that such railroad or real estate, as the case may be, is no longer needed by the Company for use in connection with the properties conveyed by this Indenture, shall be conclusive upon the Trustee, which shall thereupon execute and deliver any and all instruments necessary and proper to fully release and discharge such railroad or real estate from the lien and operation of this Indenture, in such manner and form as counsel may advise.

The Trustee shall cancel and return to the Company all bonds that it may purchase, in accordance with the provisions of this article.

The Company may sell, exchange or otherwise dispose of any equipment or other personal property that in its judgment shall have become unsuitable or is not needed for the purposes of its business, substituting therefor property of equal value, which shall at once, and without further conveyance, be covered by and subject to this Indenture.

All moneys in excess of one thousand dollars ($1,000) received as compensation for property taken from the Company by exercise of the power of eminent domain shall be paid to the Trustee, and used by it in the purchase of bonds issued under this Indenture; or, if the Company so elect, shall be used by it, with the consent of the Trustee, in making additions to the railroad and property conveyed by this Indenture, in the purchase of additional real estate, or in the improvement and betterment of the mortgaged premises.

ARTICLE V.

No recourse shall be had for the payment of the principal or interest of any bond issued under this Indenture, to any stockholder, officer, or director of the Company, either directly or through the Company, by virtue of any statute, or by the enforcement of any assessment, or otherwise.

ARTICLE VI.

Until default, continuing as hereinafter provided, in the payment of the principal or interest of the bonds, or any of them, secured by this Indenture, or in some other undertaking of the Company in this Indenture contained, the Company shall possess, manage, operate, use, and enjoy the properties herein conveyed, and shall receive and dispose of all the incomes, revenues, profits, and tolls thereof, as if this Indenture had not been made.

ARTICLE VII.

SECTION 1. If the Company shall fail to pay the principal, or any part thereof, or the interest, or any part thereof, of any of the bonds secured by this Indenture, when and where the same shall become due and payable, according to the tenor and effect thereof, and such default shall continue for sixty (60) days; or if it shall fail to perform any other covenant or obligation in this Indenture undertaken by it, and if such default shall continue for sixty (60) days after notice thereof given to it in writing by the Trustee, then, and in any such case:

First—The Trustee, in its discretion, may, and, upon the request in writing of the holders of a majority in interest of said bonds then outstanding, shall, enter upon all and singular the mortgaged premises, and use, operate, and enjoy the same, making from time to time all needful repairs, additions, and alterations, and, after deducting all operating expenses, including taxes and its own reasonable charges and compensation, together with the cost of such repairs, additions, and alterations, shall apply the net income to the payment, pro rata, of the interest due and unpaid upon said bonds, in the order in which said interest is payable, and of the principal when due, either by the terms of the said bonds or under the provisions of this Indenture, and may retain and continue such possession and use until the whole of the interest and principal of all of the said bonds shall be paid; or,

Second—The Trustee, in its discretion, may, and, on the written request of the holders of a majority in interest of said bonds then outstanding, shall, cause the mortgaged premises to be sold at public auction, first giving notice of the time, place, and terms thereof by advertisement published three times a week for four successive weeks in a newspaper in each of the cities of Boston, New York, and Chicago, respectively, the last publication to be at least ten (10) days before the day of sale; and, upon such sale, shall execute and deliver to the purchaser good and sufficient conveyances, in fee simple, which shall be a bar against the Company, and all persons claiming under it, of all right, title, interest, or claim in or to said mortgaged premises, or any part thereof. The sale of said mortgaged premises shall be for cash; but the bonds secured hereby, or any of them, shall, if

offered, be received in payment of any bid which shall be accepted at such sale, at the value of each bond and the interest due thereon and unpaid, which value shall be fixed by the ratio of the amount of the bid, after deducting therefrom all expenses of the trust together with any sums necessary to cancel all prior liens, to the full amount then due on all of the said bonds.

In case of such sale, the Trustee may, on request in writing of a majority in interest of the holders of said bonds then outstanding, bid off the mortgaged premises and property, at a price not exceeding the amount due on such bonds, and the interest thereon due or accrued and unpaid, together with such amount as may be necessary to discharge all prior liens and all costs and expenses of the trust added; and, in case of any sale under this Indenture, no purchaser, other than said Trustee, shall be responsible for the application of the purchase money.

The Trustee, after deducting from the proceeds of such sale all costs and expenses incurred by it, in and about the execution of its trust, together with such further sum, if any, including counsel fees and its own reasonable compensation, as shall be necessary to discharge all prior liens and protect it against all liabilities incurred, or to be thereafter incurred by it, arising out of or in consequence of said trust, shall apply said net proceeds to the payment of the principal and interest of the said bonds remaining unpaid, whether then or thereafter payable, and shall pay over the residue thereof, if any, to the said Company.

The Trustee shall have power to adjourn said sale from time to time, at its discretion, and in case of any adjournment, may make said sale at the time appointed, without further notice; or,

Third—The Trustee may, in its discretion, and, on the written request of the holders of a majority in interest of said bonds then outstanding, shall, institute and carry on appropriate legal proceedings for the foreclosure and enforcement of this Indenture, by the sale of the mortgaged premises, or otherwise, under decree or judgment of court.

§ 2. In case of default in payment of interest on any of said bonds, continuing for sixty (60) days, the said Trustee may, in its discretion, and, at the request in writing of the holders of a majority in interest of said bonds then outstanding, shall, declare the principal of all of the said bonds to be at once due and payable, and written notice of such declaration being served upon the Company within ten (10) days thereafter, the said principal shall be held and deemed to be due and payable, as of the date of said declaration, for all purposes whatever, incidental to or growing out of said Indenture; provided, however, that, at the request in writing of the holders of a majority in interest of said bonds then outstanding, the Trustee may thereafter vacate and set aside said declaration, whereupon said principal shall become due and payable, according to the tenor of said bonds, and as if said original declaration had never been made.

§ 3. In case of any default as aforesaid, the Trustee shall at all times proceed under the direction of the holders of a majority in interest of the bonds hereby secured, then outstanding, whose action in the premises shall bind all bondholders as effectually as if directly authorized by them.

If, after any default as aforesaid, and the institution of foreclosure proceedings, the Company shall make all payments, and do all other acts and things necessary to cure such default, and to make the estate and security of the bondholders as beneficial and effectual as if such default had not taken place, the Trustee may, and upon the request in writing of the holders of a majority in interest of the bonds then outstanding, shall discontinue such foreclosure proceedings, and shall restore the possession of the mortgaged premises to the Company; provided, however, that the rights of the Trustee, or of bondholders, as respects any subsequent or future default, shall be thereby in no wise prejudiced or affected.

The rights of entry and sale, hereinbefore granted, shall be deemed to be cumulative remedies, and shall not deprive the Trustee, or bondholders acting through the Trustee, of any legal or equitable remedy appropriate to enforce the provisions of this Indenture; provided, that all such proceedings shall be taken by the Trustee, its successor or successors in trust, and not by bondholders, either individually or collectively, except as hereinafter provided.

§ 4. No holder of any bond or coupon, hereby secured, shall institute any proceedings under this Indenture, or institute any suit or action at law or in equity, for the enforcement of the trusts thereof, unless such holder shall have previously given to the Trustee written notice of the occurrence of some default, and of the continuance thereof, as hereinbefore provided; nor unless the holders of twenty-five (25) per cent. in amount of the bonds hereby secured, then outstanding, shall have made written request upon the Trustee, and shall have afforded to it reasonable opportunity either to proceed to exercise the powers hereby granted, or to institute such action, suit, or proceeding in its own name; nor unless adequate security and indemnity shall have been offered to the Trustee against all costs, expenses, and liabilities to be incurred therein or thereby; it being understood and intended that no one or more holders of bonds and coupons shall affect, disturb, or prejudice the lien of this Indenture, by his or their action, or shall enforce any right given by this Indenture, except in the manner herein provided, and that all proceedings at law or in equity and all acts of the Trustee to enforce the provisions of this Indenture, shall be instituted and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

Article VIII.

Any request or other action of bondholders, contemplated or provided for by this Indenture, may be manifested by one instrument, or any number of concurrent instruments of like tenor, signed or executed by such bondholders personally, or by an agent having written authority. Proof of the execution of any such instrument or instruments, or of the authority in writing of any agent signing the same, and of the ownership of coupon bonds, transferable by delivery, shall be sufficient for the purposes of this Indenture, when made in the following manner.

The fact and date of execution of any such instrument may be proved by the certificate of any notary public, that the signer of such instrument,

on his own behalf, or on behalf of some other person or party, for whom he is authorized to sign, acknowledged the execution thereof, or by an affidavit of a witness of such execution.

The amount of coupon bonds, transferable by delivery, held by any person signing such instrument personally, or by attorney, together with the denominations and issue numbers of the bonds so held, and the date of holding, may be proved by a writing, executed by any trust company, bank, bankers, or other depositary, wherever situated, certifying that, at the date therein mentioned, such person had on deposit with such depositary the bonds described in such certificate.

Ownership of registered bonds without coupons, and of coupon bonds that have been registered, shall be proved by a copy or copies from the books kept for the purpose of such registration, attested by the proper officer of the Company.

The proof of ownership of bonds, herein provided for, shall be conclusive in favor of the Trustee, as regards any request or action taken by the Trustee under any instrument or instruments, hereinbefore described.

The bearer of coupon bonds, not registered, and the bearer of interest coupons, may be treated by the Company and the Trustee as the absolute owner of such bonds or coupons, for the purpose of receiving payment thereof, and for all other purposes.

In all cases of instruction or request by bondholders to the Trustee, the Trustee may require such bondholders to deposit their bonds with it.

Article IX.

If at or at any time after the maturity of the bonds secured by this Indenture, the Company shall pay both principal and interest of all the bonds issued, or shall deposit with the Trustee, for the purpose of paying all such bonds outstanding, a sum of money sufficient to pay the same, together with all accrued and unpaid interest thereon; or if the Company shall exercise its option as is hereinbefore provided for in Article I. hereof to redeem the bonds secured by this Indenture after July 1, 1929, and shall fully redeem all the same pursuant to the provisions of this Indenture in this behalf, or shall deposit with the Trustee for the purpose of such redemption, a sum of money sufficient therefor, and in either such case shall also pay all other proper expenses and charges of the trust, and shall also have performed all of the other things required of it by this Indenture, then the estate, right, title, and interest of the Trustee shall cease and determine, and all the railroads and other property, and all estate, right, title, or interest therein conveyed by this Indenture, shall revert to and revest in the Company; yet it shall be the duty of the Trustee to discharge and satisfy the lien of this Indenture, and to make such reasonable deeds of release to the Company as by counsel of the Company may be advised.

Article X.

The word "Trustee," as used in this Indenture, shall be construed to mean the Trustee or Trustees for the time being; and substituted or new Trustees shall have all the rights and powers of the original Trustee.

The Trustee shall have the right to employ suitable counsel and agents, whose compensation, together with all reasonable expenses of the trust, including a reasonable compensation to the Trustee for its services, shall be paid by the Company, as the same are incurred, or otherwise, out of the trust estate, on which they are hereby made a first charge.

In no case shall the Trustee be required to act, for the enforcement of any provisions of this Indenture, until furnished with sufficient funds for the purpose, or suitably indemnified. Nor shall it prior to notice to it in writing of any default on the part of the Company be taken to have notice thereof, and until called upon in writing to act for the enforcement of tne provisions hereof the duty of the Trustee shall be confined to such matters as are specifically mentioned herein.

The Trustee shall not be liable for any error of judgment, or mistake of law or fact, made in good faith, nor except for its own wilful neglect or breach of trust, nor for any act or thing done or omitted by its counsel, agents, or attorneys, selected in good faith. Nor shall the Trustee, in any event, be liable for any recital of fact contained herein, or in the bonds hereby secured, nor have any duty or responsibility as to the validity hereof, or the security hereby afforded, nor as to the execution, acknowledgment, or recording hereof.

Article XI.

The Trustee may be notified by the Company, through an attested resolution of its Directors, or, after default such and continuing as is hereinbefore provided, by a majority in interest of the holders of bonds issued under this Indenture then outstanding, through appropriate instrument in writing, signed by them, that its services are no longer required. Thereupon, in either case, at the expiration of ten (10) days from the service upon the Trustee of such resolution or written instrument, the office of Trustee under this Indenture shall become vacant.

Any Trustee may resign the trust hereby created, by notice in writing to said Company, given three (3) months before such resignation shall take effect, or for such shorter time as the Company may accept as adequate notice.

In case of any vacancy in the office of Trustee, from any cause whatever, the Company through its Directors shall, by appropriate instrument in writing, appoint a successor or successors, and give notice thereof by advertisement, published at least once a week, for three (3) consecutive weeks, in a newspaper, in each of said cities of Boston, New York, and Chicago; and, unless a majority in interest of the holders of the bonds then outstanding shall, within thirty (30) days from the date of such last publication, make objection, by instrument in writing, signed by them and delivered to the Company, said appointment or appointments shall, at the expiration of said thirty (30) days, be considered as assented to and confirmed by the holders of said bonds. If, however, such objection, by a majority in interest of said bondholders, shall be made, as aforesaid, the Company shall thereupon apply to a court of competent jurisdiction for the appointment of a Trustee or Trustees.

In case of any vacancy in the office of Trustee, all the power and estate of the outgoing Trustee shall cease; but its or his successors, heirs, executors, or administrators shall, on demand, execute such conveyance or conveyances as may vest in the Trustee or Trustees, appointed in his or its place, all the property and rights theretofore held by him or it.

ARTICLE XII.

The New England Trust Company, of Boston, Massachusetts, Trustee, party of the second part, hereby accepts the trusts in this Indenture declared and provided, and covenants to perform the same upon the terms and conditions hereinbefore set forth.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed and their corporate seals to be hereto affixed by their respective Presidents, and the same to be attested by their respective Secretaries, the day and year first above written.

[Seal] CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
by C. E. PERKINS,
President.

Witnesses to C E P
J C BARTLETT
E M SHELTON

Attest:
T. S. HOWLAND,
Secretary.

Witnesses to T. S. H.
W. R. CURTIS
E. HARVEY SAMPSON

U. S. INT. REV. STAMPS $8083.

[Seal] THE NEW ENGLAND TRUST COMPANY,
by WILLIAM ENDICOTT,
President.

Witnesses to W E
FREDERICK W ALLEN
EDWARD B. LADD

Attest:
NATH H HENCHMAN,
Secretary.

Witnesses to N H H
FREDERICK W ALLEN
EDWARD B LADD

State of Wyoming }
County of Sheridan, } ss.

Be it remembered, that on this 13th day of July, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed the foregoing instrument as such President, who, being by me duly sworn, says that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the cor-

porate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the board of Directors of said Company; that said instrument was signed and sealed in behalf of said corporation by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he as such President signed, sealed, and delivered, said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal this 13th day of July A. D. 1899.

HERBERT W. TYLER,

[Seal] *Notary Public for said County and State.*

My commission expires January 12th, 1901.

State of Massachusetts, } ss.
County of Suffolk, }

Be it remembered that on this Eighth day of July A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared William Endicott, President of The New England Trust Company, a corporation organized and existing under the laws of the State of Massachusetts, personally known to me and to be the same person whose name is subscribed to, and who executed the foregoing instrument as such president, who, being by me duly sworn, says that he is President of said The New England Trust Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the board of Directors of said Company; that said instrument was signed and sealed in behalf of said corporation by like order as President of said Company; and the said William Endicott acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he, as such President, signed, sealed, and delivered, said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal this Eighth day of July A. D. 1899.

WALTER J. JARVIS,

[Seal] *Notary Public for said County and State.*

My commission expires June 27, 1906.

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McDonough	" 14, "	26	295
Hancock	" 16, "	60	410
Adams	" 12, "	80	
Whiteside	" 5, "	139	350
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St. Clair	" 9, "	269	96
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State of Wisconsin
Department of State } Recorded Sept. 4, 1899, in Volume 12, Page 328.

State of Minnesota
Department of State } Recorded Sept. 5, 1899, in Book 9, Page 310.

GENERAL MORTGAGE

Dated March 2, 1908; Maturing March 1, 1958.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
to the
CENTRAL TRUST COMPANY OF NEW YORK,
and
OLIVER M. SPENCER,
Trustees.

This Indenture, made this second day of March, one thousand nine hundred and eight, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, hereinafter called the "Railroad Company," party of the first part, and the Central Trust Company of New York, a corporation created and existing under the laws of the State of New York, and Oliver M. Spencer, a citizen of the State of Missouri, parties of the second part, hereinafter called the "Trustees," and where they are to be distinguished called respectively the "Trust Company" and the "Individual Trustee," *Witnesseth:*

Whereas, the Railroad Company owns certain railroads and property, hereinafter specifically described, situated in the States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas, Colorado, South Dakota, Wyoming and Montana, and may from time to time hereafter find it expedient to build, buy, or otherwise acquire in said States, or elsewhere, additional railroads and property; and

Whereas, the Railroad Company owns, or may deem it desirable hereafter to construct or acquire, for the purpose of connecting said railroads with its railroads in adjoining States, railroad bridges across the Mississippi or Missouri Rivers, or elsewhere; and

Whereas, the Railroad Company desires to provide for the refunding of its existing obligations, for the acquisition of additional properties and for additional equipment, betterments and improvements; and

Whereas, the Railroad Company has heretofore made expenditures to build, acquire and improve certain of the said railroads, terminals and bridges across the Mississippi or Missouri Rivers, which have been properly charged to construction account, and for which it is now desired to reimburse the treasury; and

Whereas, the Railroad Company is duly empowered by law to execute mortgages of its railroads, property and franchises to secure the payment of bonds issued to provide for the purposes aforesaid, and by due corporate action first taken has determined to issue, from time to time hereafter, coupon and registered bonds, for the purposes aforesaid, not exceeding the principal sum of Three Hundred Million Dollars ($300,000,000.00), to be issued in the manner hereinafter set forth; to be equally secured by a mortgage upon the railroads, property and franchises in this indenture described; to be dated the second day of March, 1908; to mature the first day of March, 1958; to bear such rate of interest, not exceeding five (5) per cent. per annum, payable semi-annually on the first day of March and

September in each year, as from time to time shall be determined by its Directors, and as shall be designated in the bonds when issued; to be payable, at maturity, in lawful money of the United States of America at the office or agency of the Railroad Company, in the City of New York; the interest to be payable, in like lawful money, at said office or agency, or at such other office or agency in the City of Boston, or elsewhere, as the Railroad Company, through its Directors, may from time to time designate; to be authenticated by a certificate of the Trust Company, and issued in accordance with the terms of this indenture, and not otherwise; both coupon and registered bonds to be respectively of one series, or of such several series and of such denomination or denominations as the Directors may from time to time prescribe; the coupon bonds to pass by delivery, unless registered, and to be exchangeable into registered bonds and registered bonds into coupon bonds, upon the conditions and in the manner in said bonds and in this indenture set forth; provided, however, that bonds issued in exchange shall be of the same aggregate amount and bear the same rate of interest as those surrendered for exchange, and that no registered bonds without coupons shall be issued except of the denominations of five thousand dollars ($5,000.00), ten thousand dollars ($10,000.00), or fifty thousand dollars ($50,000.00), each series of bonds to be appropriately designated and numbered from one to the highest number issued. The said coupon bonds and the coupons thereto attached, the said registered bonds, and the Trust Company's certificate attached to each of said bonds to be respectively and substantially in the form as follows:

(Form of Coupon Bond.)

No. $

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

GENERAL MORTGAGE PER CENT. BOND.

The Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Railroad Company," promises to pay to the bearer, or if registered to the registered holder of this bond or assigns, Dollars ($), in lawful money of the United States of America, on the first day of March, 1958, at the office or agency of the Railroad Company in the City of New York, and to pay interest thereon in like lawful money from and after the first day of March, 1908, at the rate of per cent. (%) per annum, payable semi-annually on the first day of September and March in each year, at said office or agency of the Railroad Company in New York, or at such office or agency of the Company in the City of Boston, Massachusetts, or elsewhere, as the Directors may from time to time designate, but only upon presentation and surrender, as they severally mature, of the coupons therefor annexed hereto. The Railroad Company may, but shall not be obliged to, require proof of ownership of any coupon before paying the same, and payment thereof to the person presenting the same shall in any case discharge the Railroad Company.

This bond is one of a series of coupon bonds, issued and to be issued under and in pursuance of, and all equally secured by, an indenture of

Trust and Mortgage, dated March 2, 1908, and executed to the Central Trust Company of New York and Oliver M. Spencer, Trustees, by the Railroad Company, upon the property and franchises conveyed by said indenture, to which reference is hereby made for a statement of the property and franchises mortgaged the nature and extent of the security, the rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured.

This bond shall pass by delivery, unless registered in the owner's name on the books of the Railroad Company at its office or agency in said City of New York or at its office or agency in said City of Boston, such registration being noted on the bond by the proper officer of the Railroad Company. After such registration, this bond shall pass only by transfer on the Railroad Company's books by the registered owner, or his attorney, thereto duly authorized, the transfer being similarly noted on the bond by such officer of the Railroad Company, unless the last transfer shall have been made and registered to bearer, in which case the bond shall again pass by delivery until again registered. The coupons shall in all cases be payable to bearer, whether the bond itself is registered or not.

Coupon bonds bearing interest at the same rate, and amounting at par to five thousand dollars ($5,000.00), ten thousand dollars ($10,000.00) or fifty thousand dollars ($50,000.00) may be exchanged at the option of the holder for a registered bond or bonds without coupons, bearing interest at the same rate and of the same aggregate amount, at the office or agency of the Railroad Company in the City of Boston, Massachusetts, or elsewhere, as the Directors may from time to time designate.

No recourse shall be had for the payment of the principal or interest of this bond, to any stockholder, officer, or director of the Railroad Company, either directly or through the Railroad Company, by virtue of any statute, or by the enforcement of any assessment or otherwise.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trust Company, Trustee under said indenture.

In Witness Whereof, the said Chicago, Burlington & Quincy Railroad Company has caused this bond to be signed by its President, or one of its Vice-Presidents, and countersigned by its Treasurer, or one of its Assistant Treasurers, and its corporate seal to be hereunto affixed, and coupons for said interest with the engraved signature of its Treasurer to be thereunto attached, this second day of March, 1908.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
by

[L. S.] *President.*

Treasurer.

(Form of Coupon.)

No. $

On the first day of , 19 , the Chicago, Burlington & Quincy Railroad Company will pay to bearer, at its office or agency in the City of

New York, or at such office or agency in the City of Boston, or elsewhere, as the Board of Directors may from time to time designate, Dollars ($), in lawful money of the United States, being six (6) months' interest on its General Mortgage per cent. bond No. , subject to the terms of said bond and of the indenture therein mentioned.

$ *Treasurer.* No.

(Form of Registered Bond without Coupons.)

No. $

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

GENERAL MORTGAGE PER CENT. BOND.

The Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Railroad Company," promises to pay to the registered holder hereof or assigns, Dollars ($), in lawful money of the United States of America, on the first day of March, 1958, at the office or agency of the Railroad Company in the City of New York, and to pay interest in like lawful money from and after the semi-annual interest day next preceding the date of the first registration hereof, or from the date of such registration if made upon an interest day, at the rate of per cent. (%) per annum, payable semi-annually on the first day of September and March in each year, at said office or agency of the Railroad Company in the City of New York, or at such office or agency of the Company in the City of Boston, Massachusetts, or elsewhere, as its Directors may from time to time designate.

This bond is one of a series of registered bonds, without coupons, issued and to be issued under and in pursuance of and all equally secured by an indenture of Trust and Mortgage, dated March 2, 1908, and executed to the Central Trust Company of New York and Oliver M. Spencer, Trustees, by the Railroad Company, upon the property and franchises conveyed by said indenture, to which reference is hereby made for a statement of the property and franchises mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the same, and of the terms and conditions upon which said bonds are issued and secured.

This bond is transferable by the registered holder hereof, or by his attorney, thereto duly authorized, on the books of the Railroad Company, at its office or agency in the City of New York or at its office or agency in said City of Boston, Massachusetts, such transfer being noted on the bond by the proper officer of the Railroad Company, as provided in this indenture. This bond also, in the manner prescribed in said indenture, and upon the payment of the charge therein provided, is exchangeable for coupon bonds of the same aggregate principal sum, and bearing interest at the same rate as this bond.

No recourse shall be had for the payment of the principal or interest of this bond, to any stockholder, officer or director of the Railroad Company, either directly or through the Railroad Company, by virtue of any statute or by the enforcement of any assessment or otherwise.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trust Company, Trustee under said indenture.

In Witness Whereof, the said Chicago, Burlington & Quincy Railroad Company has caused this bond to be signed by its President, or one of its Vice-Presidents, and countersigned by its Treasurer, or one of its Assistant Treasurers, and its corporate seal to be hereunto affixed, this second day of March, 1908.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
by

[L. S.] *President.*

Treasurer

(Form of Trustee's Certificate.)

The CENTRAL TRUST COMPANY OF NEW YORK hereby certifies that this bond is one of a series, issued under and described in the within named indenture of Trust and Mortgage, dated March 2, 1908.

CENTRAL TRUST COMPANY OF NEW YORK, *Trustee,*
by

[L. S.] *Vice-President.*

And, Whereas, by appropriate corporate action the Railroad Company, being thereunto fully empowered by law, has duly resolved to execute and deliver a mortgage of its railroads, property and franchises hereinafter conveyed, to secure the payment of bonds issued for the purposes and not exceeding the amount aforesaid, said mortgage to be in the form in this indenture set forth:

Now, Therefore, in order to secure the payment of the principal and interest of all bonds issued under this indenture, according to their tenor and effect, and the terms of this indenture, and the performance of the covenants and obligations hereinafter contained, and in consideration of the acceptance by the Trustees of the trusts hereby created, of the purchase and acceptance of said bonds by the holders thereof, and of one dollar ($1.00) by the Trustees in hand paid, upon the execution and delivery of this indenture, the receipt whereof is hereby acknowledged, the Railroad Company doth hereby grant, bargain, sell, convey, transfer and assign unto the said Trustees, their successors and assigns, subject, however, to the priority of liens of existing mortgages and to the terms of this indenture, the following described railroads, property, franchises and privileges, to wit:

(a) Beginning at Chicago, Illinois, thence extending by way of Aurora and Galesburg, Illinois; Burlington and Pacific Junction, Iowa; Plattsmouth, Ashland, Lincoln, and Oxford, Nebraska, to Denver, Colorado, a distance of about one thousand and eighteen (1,018) miles;

Beginning at South Aurora, Illinois, thence extending by way of Shabbona, Flag Center, Oregon, Savanna and East Dubuque, Illinois, and La Crosse, Wisconsin, to Saint Paul, Minnesota, a distance of about three

hundred and ninety-two (392) miles, of which about twelve (12) miles are used by the Railroad Company under lease;

Beginning at Rock Island, Illinois, thence extending by way of Barstow, Monmouth, Bushnell and Concord to East Alton, Illinois (formerly called Wann), a distance of about two hundred and twenty-seven (227) miles;

Beginning at Burlington, Iowa, thence extending by way of West Quincy and Hannibal to Saint Louis, Missouri, a distance of about two hundred and twelve (212) miles;

Beginning at Hannibal, Missouri, thence extending by way of Palmyra and Cameron to Saint Joseph, Missouri, a distance of about two hundred and seven (207) miles;

Beginning at Harlem, Missouri, thence extending by way of Saint Joseph, Missouri, and Pacific Junction, Iowa, to Council Bluffs, Iowa, a distance of about one hundred and ninety-one (191 miles);

Beginning at Napier, Missouri, thence extending by way of Rulo, Wymore and Red Cloud to Oxford Junction, Nebraska, a distance of about two hundred and fifty-eight (258) miles;

Beginning at Lincoln, Nebraska, thence extending by way of Malcolm, Seward, Aurora, Grand Island and Alliance, Nebraska; Edgemont, South Dakota; Sheridan, Wyoming, and Toluca, Montana, to Huntley, Montana, a distance of about eight hundred and twenty-five (825) miles;

Beginning at Concord, Illinois, thence extending by way of Jacksonville and Centralia to Herrin, in said State, a distance of about one hundred and seventy-four (174) miles;

Beginning at South Aurora, Illinois, thence extending to West Chicago (formerly called Turner Junction), in said State, a distance of about twelve (12) miles;

Beginning at Aurora, Illinois, thence extending to West Batavia, in said State, a distance of about seven (7) miles;

Beginning at Montgomery, Illinois, thence extending by way of Sheridan Junction to Streator, in said State, a distance of about fifty-eight (58) miles;

Beginning at Streator, Illinois, thence extending to Walnut Junction, in said State, a distance of about sixty (60) miles;

Beginning at Sheridan Junction, Illinois, thence extending by way of Earlville to Paw Paw, in said State, a distance of about twenty (20) miles;

Beginning at Mendota, Illinois, thence extending by way of Walnut, East Clinton and Fulton to Savanna, in said State, a distance of about eighty-one (81) miles;

Beginning at Buda, Illinois, thence extending to Elmwood, in said State, a distance of about forty-five (45) miles;

Beginning at Yates City, Illinois, thence extending to Rushville, in said State, a distance of about sixty-three (63) miles;

Beginning at Galva, Illinois, thence extending by way of Arpee to New Boston, in said State, a distance of about fifty-one (51) miles;

Beginning at Galesburg, Illinois, thence extending by way of Yates City and Elmwood to Peoria, in said State, a distance of about fifty-three (53) miles;

Beginning at Galesburg, Illinois, thence extending to Rio, in said State, a distance of about twelve (12) miles;

Beginning at Galesburg, Illinois, thence extending by way of Lewistown to West Havana, in said State, a distance of about fifty-seven (57) miles;

Beginning at Galesburg, Illinois, thence extending to Quincy, in said State, a distance of about one hundred (100) miles;

Beginning at Gladstone, Illinois, thence extending by way of Keithsburg to Arpee, in said State, a distance of about twenty-three (23) miles;

Beginning at Carthage Junction, Illinois, thence extending by way of Carthage to Quincy, in said State, a distance of about seventy-one (71) miles;

Beginning at Quincy, Illinois, thence extending to East Hannibal and East Louisiana, in said State, a distance of about forty-six (46) miles;

Beginning at Shabbona, Illinois, thence extending by way of Sterling to Barstow, in said State, a distance of about eighty-eight (88) miles;

Beginning at Flag Center, Illinois, thence extending to Rockford, in said State, a distance of about twenty-four (24) miles;

Beginning at Oregon, Illinois, thence extending to Forreston, in said State, a distance of about eighteen (18) miles;

Beginning at Galena Junction, Illinois, thence extending to Galena, in said State, a distance of about four (4) miles;

Beginning at East Winona, Wisconsin, thence extending to Winona, Minnesota, a distance of about two (2) miles, of which about one (1) mile is used by the Railroad Company under lease;

Beginning at Viele, Iowa, thence extending by way of Laclede, Missouri, to Carrollton, in said State, a distance of about one hundred and ninety-six (196) miles, of which about fifteen (15) miles are used by the Railroad Company under lease;

Beginning at Mt. Pleasant, Iowa, thence extending to Keokuk, in said State, a distance of about forty-eight (48) miles;

Beginning at West Quincy, Missouri, thence extending to Quincy, Illinois, a distance of about three (3) miles;

Beginning at Fort Madison, Iowa, thence extending to Batavia, in said State, a distance of about fifty-six (56) miles;

Beginning at Burlington, Iowa, thence extending by way of Winfield and Oskaloosa to Tracey, in said State, a distance of about one hundred and eighteen (118) miles, of which about fourteen (14) miles are used by the Railroad Company under lease;

Beginning at Winfield, Iowa, thence extending to Washington, in said State, a distance of about nineteen (19) miles;

Beginning at Albia, Iowa, thence extending by way of Tracey to Des Moines, in said State, a distance of about sixty-six (66) miles;

Beginning at Chariton, Iowa, thence extending by way of Togo, Iowa, and Bethany, Missouri, to St. Joseph, in said State, a distance of about one hundred and forty-three (143) miles;

Beginning at Chariton, Iowa, thence extending to Indianola, in said State, a distance of about thirty (30) miles;

Beginning at Creston, Iowa, thence extending to Amazonia, Missouri, a distance of about ninety-five (95) miles;

Beginning at Alexandria, Missouri, thence extending by way of Sedan and Humeston, Iowa, to Shenandoah, in said State, a distance of about two hundred and thirty-eight (238) miles;

Beginning at Des Moines, Iowa, thence extending by way of Osceola to Cainsville, Missouri, a distance of about one hundred and six (106) miles;

Beginning at Sedan, Iowa, thence extending to Elmer, Missouri, a distance of about fifty-two (52) miles;

Beginning at Creston, Iowa, thence extending to Cumberland, in said State, a distance of about forty-eight (48) miles;

Beginning at Villisca, Iowa, thence extending to Bigelow, Missouri, a distance of about sixty-seven (67) miles;

Beginning at Clarinda, Iowa, thence extending to Corning, Missouri, a distance of about forty-five (45) miles;

Beginning at Togo, Iowa, thence extending by way of Grant City, Missouri, to Albany, in said State, a distance of about sixty-six (66) miles;

Beginning at Red Oak, Iowa, thence extending to Griswold, in said State, a distance of about eighteen (18) miles;

Beginning at Red Oak, Iowa, thence extending to Hamburg, in said State, a distance of about thirty-nine (39) miles;

Beginning at Hastings, Iowa, thence extending to Sidney, in said State, a distance of about twenty-one (21) miles;

Beginning at Hastings, Iowa, thence extending to Carson, in said State, a distance of about sixteen (16) miles;

Beginning at Palmyra Junction, Missouri, thence extending to Moody, in said State, a distance of about nine (9) miles;

Beginning at Cameron Junction, Missouri, thence extending to Kansas City, in said State, a distance of about fifty-four (54) miles;

Beginning at Old Monroe, Missouri, thence extending to Mexico, in said State, a distance of about sixty-three (63) miles;

Franklin Avenue track, in Saint Louis, Missouri, about one (1) mile in length;

Beginning at Armour, Missouri, thence extending to Atchison, Kansas, a distance of about four (4) miles, of which about one-half (½) mile is used by the Railroad Company under lease;

Beginning at East Leavenworth, Missouri, thence extending to Leavenworth, Kansas, a distance of about three (3) miles, of which about two (2) miles are used by the Railroad Company under lease;

Beginning at Nebraska City Junction, Iowa, thence extending to Lincoln, Nebraska, a distance of about sixty-three (63) miles;

Beginning at Nebraska City, Nebraska, thence extending by way of Nemaha to Salem, in said State, a distance of about forty-five (45) miles;

Beginning at Atchison, Kansas, thence extending to Rulo Junction, Nebraska, a distance of about forty-five (45) miles;

Beginning at Oreapolis, Nebraska, thence extending to Omaha, in said State, a distance of about seventeen (17) miles;

Beginning at Omaha, Nebraska, thence extending by way of Ashland to Schuyler, in said State, a distance of about eighty-one (81) miles;

Beginning at Ashland, Nebraska, thence extending by way of Sioux City & Western Junction, in said State, to Sioux City, Iowa, a distance of about one hundred and nine (109) miles, of which about five (5) miles are used by the Railroad Company under lease;

Beginning at O'Neill, Nebraska, thence extending to Sioux City & Western Junction, in said State, a distance of about one hundred and twenty-five (125) miles;

Beginning at South Omaha, Nebraska, thence extending to Pappio, in said State, a distance of about nine (9) miles, of which about five (5) miles are used by the Railroad Company under lease;

Beginning at Nemaha, Nebraska, thence extending by way of Tecumseh to Beatrice, in said State, a distance of about sixty-five (65) miles;

Beginning at Table Rock, Nebraska, thence extending by way of Tecumseh to Lancaster, in said State, a distance of about sixty-one (61) miles;

Beginning at Lincoln, Nebraska, thence extending by way of Milford to Columbus, in said State, a distance of about seventy-three (73) miles;

Beginning at Crete, Nebraska, thence extending by way of De Witt and Beatrice, to Wymore, in said State, a distance of about forty-three (43) miles;

Beginning at Odell, Nebraska, thence extending to Concordia, Kansas, a distance of about seventy-one (71) miles;

Beginning at De Witt, Nebraska, thence extending by way of Edgar and Holdrege, in said State, to Cheyenne, Wyoming, a distance of about four hundred and seventy-two (472) miles;

Beginning at Stromsburg, Nebraska, thence extending by way of McCool Junction to Alma, in said State, a distance of about one hundred and fifty-two (152) miles, of which about three (3) miles are used by the Railroad Company under lease;

Beginning at McCool Junction, Nebraska, thence extending to Endicott, in said State, a distance of about fifty-six (56) miles, of which about twelve (12) miles are used by the Railroad Company under lease;

Beginning at Fairmont, Nebraska, thence extending by way of Strang to Chester, in said State, a distance of about forty-five (45) miles;

Beginning at Edgar, Nebraska, thence extending to Superior, in said State, a distance of about twenty-seven (27) miles;

Beginning at Aurora, Nebraska, thence extending by way of Hastings to Lester, in said State, a distance of about sixty-four (64) miles;

Beginning at Aurora, Nebraska, thence extending by way of Central City, Palmer and Greeley Center, to Ericson, in said State, a distance of about eighty-three (83) miles;

Beginning at Palmer, Nebraska, thence extending to Sargent, in said State, a distance of about seventy-three (73) miles;

Beginning at Greeley Center, Nebraska, thence extending to Burwell, in said State, a distance of about forty (40) miles;

Beginning at Kenesaw, Nebraska, thence extending to Kearney, in said State, a distance of about twenty-four (24) miles;

Beginning at Republican, Nebraska, thence extending to Oberlin, Kansas, a distance of about seventy-eight (78) miles;

Beginning at Orleans, Nebraska, thence extending to Saint Francis, Kansas, a distance of about one hundred and thirty-four (134) miles;

Beginning at Culbertson, Nebraska, thence extending to Imperial, in said State, a distance of about forty-nine (49) miles;

Beginning at Denver, Colorado, thence extending to Lyons and Tower, in said State, a distance of about forty-seven (47) miles, of which about eleven (11) miles are used by the Railroad Company under lease;

Beginning at Edgemont, South Dakota, thence extending by way of Minnekahta to Englewood, in said State, a distance of about one hundred and six (106) miles;

Beginning at Minnekahta, South Dakota, thence extending to Hot Springs, in said State, a distance of about thirteen (13) miles;

Beginning at Englewood, South Dakota, thence extending to Spearfish, in said State, a distance of about thirty-two (32) miles;

Beginning at Newcastle, Wyoming, thence extending to Cambria, in said State, a distance of about seven (7) miles;

Beginning at Hill City, South Dakota, thence extending to Keystone, in said State, a distance of about ten (10) miles;

Beginning at Alliance, Nebraska, thence extending to Brush, Colorado, a distance of about one hundred and fifty (150) miles, of which about twenty four (24) miles are used by the Railroad Company under lease;

Beginning at Northport, Nebraska, thence extending to Guernsey and Ironton, Wyoming, a distance of about one hundred and four (104) miles;

The aggregate of the foregoing mileage being about eight thousand five hundred and ninety nine (8,599) miles, of which about one hundred and four (104) miles are used by the Railroad Company under lease;

(b) All the locomotives, cars and rolling stock, roadbeds, rights of way, station grounds, railroad yards, and other lands and property owned by the Railroad Company as appurtenant to its said railroads, now or hereafter subject to the lien of this indenture, or any of them; also all terminals lying and situate in Chicago, Aurora, Galesburg, Peoria, and East St. Louis, in the State of Illinois; St. Paul, Minneapolis and Winona, in the State of Minnesota; St. Louis, Hannibal, Kansas City and St. Joseph, in the State of Missouri; Clinton, Dubuque, Burlington, Ottumwa, Des Moines and Council Bluffs, in the State of Iowa; Omaha and Lincoln, in the State of Nebraska, Denver, in the State of Colorado, and elsewhere; also all telegraph and telephone lines, all tools, supplies and material, shops, buildings, works, real estate, and all other real and personal property of whatsoever description now owned or hereafter acquired by the Railroad Company as appurtenant to the said railroads now or hereafter subject to the lien of this indenture, or any part of them; and all leases, trackage, contracts, franchises, easements, rights and privileges, now or hereafter appurtenant to said railroads and property, or any of them; also all rents, issues, profits, tolls and income of the railroads or other property now or hereafter subject to the lien of this indenture.

(c) Such additional railroads, additional main or other tracks, build-

ings, shops, works, yards and terminals, bridges across the Mississippi or Missouri Rivers, or elsewhere, and all other property as the Railroad Company may hereafter build, buy or otherwise acquire with the proceeds of bonds issued under the provisions of Section 5 of Article I of this indenture.

But, nevertheless, all other railroads, extensions, branches, property and franchises of the Railroad Company, by it hereafter acquired, other than by means of the proceeds of bonds issued hereunder, together with the appurtenances thereof and the rolling stock and equipment for use thereon, and the terminals connected therewith, and the property acquired for use thereon or for the purposes thereof, shall be free from the lien of this indenture, and nothing herein contained shall be construed as creating or imposing thereon any lien or encumbrance; and

Saving and excepting also from the lien of this indenture any lands or real property, or interest therein, not hereinbefore expressly described, and not used for, or not appurtenant or incidental to, the maintenance or operation of the railroads or the carrying on of the business of the Railroad Company.

To have and to hold all and singular the railroads, premises and property above described, unto the said Trustees, their successors in said trust and assigns, to their own use and behoof forever; subject, however, to the prior lien of existing mortgages, as aforesaid, and also subject to all reservations, if any, contained in any conveyance under which the Railroad Company has acquired, or shall hereafter acquire, title to any of the railroads or property conveyed, or to be conveyed, by this indenture.

In trust, nevertheless, for the equal and proportionate benefit of all holders of bonds issued or to be issued under and secured by this indenture, without preference, priority or distinction as to lien or otherwise, of any bond over any other bond by reason of priority in the issue or negotiation thereof;

It being hereby declared and covenanted with each holder of said bonds that all of the same which are executed, authenticated and issued shall be equally secured by this indenture, in accordance with, and subject to, the covenants, uses and trusts following, that is to say:

ARTICLE I.

SECTION 1. Bonds and coupons issued pursuant to this indenture shall be of the tenor and form hereinbefore set forth; coupons shall be authenticated by the engraved signature of the present or of any future Treasurer or Assistant Treasurer of the Railroad Company, and each bond shall be authenticated by a certificate of the Trust Company, also of the tenor and form hereinbefore set forth, which certificate shall be conclusive evidence of the validity of the issue of said bonds under this indenture.

Bonds executed by the officers of the Railroad Company, at the time of such execution duly authorized to execute the same, may be authenticated, delivered and issued, notwithstanding such officers, at the time of such authentication, delivery and issue, may have ceased to be officers of the Railroad Company.

Any of said bonds may be originally authenticated and issued as coupon bonds, with or without registration, or as registered bonds without coupons, at the pleasure of the Railroad Company.

Coupon bonds shall be respectively of one series, or of such several series and of such denomination or denominations as the Directors may from time to time prescribe. Registered bonds without coupons shall be issued only of the denominations of five thousand dollars ($5,000.00), ten thousand dollars ($10,000.00), or fifty thousand dollars ($50,000.00); coupon bonds shall pass by delivery, unless registered, and shall be exchangeable into registered bonds and registered bonds into coupon bonds, upon the conditions and in the manner in said bonds and in this indenture set forth; each series of bonds shall be appropriately designated, and numbered consecutively from one to the highest number issued.

On request of the Railroad Company, but always subject to and within the provisions of this indenture, bonds shall be authenticated and delivered in advance of the recording of this indenture; but the Railroad Company shall cause this indenture to be fully recorded as required by law, with all convenient speed.

§ 2. Of the authorized issue there shall be reserved, to be executed by the Railroad Company and to be authenticated and delivered, as hereinafter set forth, by said Trust Company, bonds to the aggregate principal sum of One Hundred and Seventy-five Million Dollars ($175,000,000.00), to enable the Railroad Company to pay and discharge the following bonds, whether the same be outstanding or held by the Railroad Company or in sinking funds of the several mortgages securing the same; subject, however, as to the bonds held in sinking funds, to the provisions of Section 3 of this Article, that is to say:

$50,835,000 of Chicago, Burlington & Quincy Railroad, Illinois Division, 3½ per cent. bonds, maturing July 1, 1949;

$34,165,000 of Chicago, Burlington & Quincy Railroad, Illinois Division, 4 per cent. bonds, maturing July 1, 1949;

$7,289,000 of Chicago, Burlington & Quincy Railroad, Iowa Division, 4 per cent. bonds, maturing October 1, 1919;

$2,287,000 of Chicago, Burlington & Quincy Railroad, Iowa Division, 5 per cent. bonds, maturing October 1, 1919;

$4,300,000 of Chicago, Burlington & Quincy Railroad sinking fund 4 per cent. bonds, maturing September 1, 1921;

$9,000,000 of Chicago, Burlington & Quincy Railroad 5 per cent. debenture bonds, maturing May 1, 1913;

$7,968,000 of Chicago, Burlington & Quincy Railroad, Denver Extension, 4 per cent. bonds, maturing February 1, 1922;

$24,505,000 of Chicago, Burlington & Quincy Railroad, Nebraska Extension, 4 per cent. bonds, maturing May 1, 1927;

$13,751,000 of Burlington & Missouri River Railroad in Nebraska, 6 per cent. bonds, maturing July 1, 1918;

$3,347,000 of Burlington & Missouri River Railroad in Nebraska, 4 per cent. bonds, maturing January 1, 1910;

$1,078,000 of Republican Valley Railroad 6 per cent. bonds, maturing July 1, 1919;

$8,000,000 of Hannibal & St. Joseph Railroad 6 per cent. mortgage bonds, maturing April 30, 1911;

$133,000 of Tarkio Valley Railroad 7 per cent. mortgage bonds, maturing June 1, 1920;

$118,000 of Nodaway Valley Railroad 7 per cent. mortgage bonds, maturing June 1, 1920;

$1,125,000 of Atchison & Nebraska Railroad 7 per cent. bonds, maturing March 1, 1908;

$600,000 of Lincoln & Northwestern Railroad 7 per cent. bonds, maturing January 1, 1910.

§ 3. The said Trust Company shall authenticate and deliver to the Railroad Company, or upon its order, bonds for the purposes provided for in Section 2 hereof, in the manner following, to wit:

Whenever and as often as the Railroad Company shall surrender to the Trust Company any of the bonds aforesaid, whether canceled or uncanceled, together with all unmatured coupons attached or belonging to the same, the Trust Company, upon the demand or demands of the Railroad Company, expressed through attested resolutions of its Directors, shall authenticate and deliver to the Railroad Company, or upon its order, bonds secured by this indenture for an amount equal, at par of each, to the amount of such bonds or other obligations surrendered, and for such additional amount as shall at par be equal to the premiums, if any, paid by the Railroad Company therefor, as set forth in said resolution or resolutions, and so shall continue from time to time until all the existing bonds and other obligations aforesaid shall have been surrendered. The certificate of the Treasurer, or Assistant Treasurer, of the Railroad Company, setting forth the premiums paid, shall be conclusive upon the Trust Company and the Railroad Company.

In case any of the existing bonds enumerated in Section 2 hereof have been, or shall hereafter be redeemed, purchased or acquired, pursuant to sinking fund provisions of any mortgage or deed of trust securing said bonds, and are deposited and remain, whether canceled or uncanceled, with the trustee or trustees of said existing mortgage or deed of trust for the benefit of a sinking fund; then, from time to time, upon the production by the Railroad Company of a certificate from the trustee or trustees of such existing mortgage or deed of trust to the effect that bonds in the amount specified in such certificate have been redeemed, purchased or acquired pursuant to the sinking fund provisions of such existing mortgage or deed of trust and that such bonds have been deposited and then remain with said trustee or trustees, the Trust Company shall authenticate and deliver to the Railroad Company, or upon its order, bonds reserved under this section, in the same way and to the same amount as would be done if such existing bonds, instead of being deposited and remaining in the sinking fund as aforesaid, had been surrendered to the said Trust Company in compliance with this section.

And if any issue of existing bonds, so surrendered to the Trust Company, has been secured by the pledge or hypothecation of underlying bonds issued under any mortgage or deed of trust upon any railroad, or part thereof, conveyed by this indenture, the Railroad Company, when and as it rightfully may, shall withdraw such underlying bonds from the pledgee thereof, and shall deposit them with the Trust Company, whether canceled or uncanceled. The Trust Company shall hold all such existing bonds, and such underlying bonds, so surrendered to it as aforesaid, for the further security of the bonds secured by this indenture, until such time as the lien or liens of the mortgages or deeds of trust securing the same shall have been fully discharged or satisfied, or adequate provision made therefor; and shall further hold said existing bonds and underlying bonds until the said Company shall, by attested resolution of its Directors, demand to have them delivered to the Railroad Company, and thereupon the Trust Company shall deliver them to the Railroad Company, first canceling those not already canceled; provided, however, that no such existing bonds shall be so canceled or delivered to the Railroad Company unless all prior liens securing underlying bonds, deposited as aforesaid for the further security of such existing bonds, shall have been fully satisfied, or adequate provision made therefor. The Trust Company may act upon the certified resolutions of the Directors, or the properly certified opinion of counsel for the Railroad Company that the lien or liens of the mortgages or deeds of trust securing any of the existing or any of the underlying bonds aforesaid shall have been fully discharged or satisfied, or that adequate provision has been made therefor.

If, after the surrender to the Trust Company of ninety five (95) per cent. of all the existing bonds hereinbefore enumerated, and after the Trust Company shall have set aside the amount of bonds equal, at par of each, to the amount of said existing bonds and obligations not so surrendered, there be unissued any residue of bonds of the aforesaid reserve of One Hundred and Seventy five Million Dollars ($175,000,000.00); then the Trust Company, without any other or further condition precedent, shall authenticate and deliver to the Railroad Company such residue of the bonds reserved as aforesaid, and then remaining unissued, upon the demand or demands of the Railroad Company expressed through attested resolutions of its Directors.

Whenever any bonds, which it is provided herein shall be refunded, have been lost, stolen or destroyed, so that they cannot be presented and surrendered by the rightful owners thereof for payment upon their maturity, but shall be paid by the Railroad Company upon the giving of indemnity satisfactory to the Directors, bonds under this indenture in lieu thereof shall be authenticated by the Trust Company and delivered to the Railroad Company, upon the giving of proper indemnity to the Trust Company.

A certificate signed, or purporting to be signed by the President or other executive officer, and by the General Auditor or the Treasurer, of the Railroad Company, as to the facts pertinent to the right to authenticate and deliver refunding and extension bonds as aforesaid, shall, as regards the Trust Company, be conclusive evidence of such facts and be full authority

for action of the Trust Company on the faith thereof, in accordance therewith.

No bond held in, for, or on account of any sinking fund, for which a bond secured by this indenture shall be issued as in this Article provided shall thereafter be reissued in any manner or form.

§ 4. The said Trust Company, reserving the One Hundred and Seventy-five Million Dollars ($175,000,000.00) of bonds, as before provided, shall authenticate and deliver to the Railroad Company, upon its demand or demands, expressed from time to time through attested resolutions of its Directors, stating that the bonds are to be authenticated and issued pursuant to the provisions of this section, and without any other or further condition precedent:

First—Bonds not exceeding in amount Two Million Dollars ($2,000,000.00), to be used in the discretion of the Directors, for facilitating and promoting the discharge of the debts in Section 2 of this Article enumerated; and

Second—Bonds to the amount of Forty-five Million Dollars ($45,000,000.00), to be used in reimbursing the treasury of the Railroad Company for expenditures heretofore made in the acquisition of, or in procuring or aiding in the construction of the railroads and railroad bridges hereinbefore conveyed, and of the terminals and other property thereto appurtenant, and of improvements and additions thereto

§ 5. The remainder of the bonds authorized by this indenture shall be, from time to time, authenticated by the said Trust Company, and issued by the Railroad Company, only when and as the same, or the proceeds thereof, shall be required by the Railroad Company for the cost of additions, improvements and betterments of and to the railroads and property conveyed by this indenture, or of additional equipment therefor, or of building, buying or otherwise acquiring additional railroads and terminals, or of acquiring all or any part of the capital stock, bonds or other evidence of indebtedness representing the same, additional main, side or other tracks, yards, buildings, shops or works, and of additions, improvements and betterments thereto and equipment therefor, or of buying, building or otherwise acquiring, for the purpose of connecting its various railroads, bridges across the Mississippi River or the Missouri River, or elsewhere.

Before authenticating and delivering bonds in pursuance of this section, there shall be delivered to the Trust Company a copy of a resolution of the Directors of the Railroad Company certified by its Secretary or Assistant Secretary, calling for the authentication and delivery of such bonds, and also a certificate or certificates signed and verified by the President, or a Vice-President, and by the Chief Engineer and the chief accounting officer of the Railroad Company, setting forth:

(a) That expenditures have been made for one or more of the purposes for which said bonds may be issued, indicating the particular property constructed or acquired, and stating the amount of the expenditures made or incurred by the Railroad Company, in the construction or acquisition thereof;

(b) That such expenditures are not in excess of the fair value of such property and the interest therein acquired by the Railroad Company, and that no portion of such expenditures has been included in any previous certificate furnished hereunder; and that no bonds or proceeds of bonds were previously received in respect thereof, under this indenture;

(c) Any other matters upon which the right of the Trust Company to authenticate and deliver bonds may depend, in whole or in part.

The Trust Company may accept all statements in said resolutions and certificates contained as conclusive, but in its discretion may verify the truth of the statements of such resolutions or certificates, and may require such further evidence in respect thereto as may seem to it necessary.

Every such certificate furnished under this section, shall be accompanied by such instruments and conveyances, satisfactory to the Trustees hereunder, as may be necessary to vest in the Trustees all the new property so constructed or acquired in respect of which bonds, or the proceeds of bonds, are applied for.

Thereupon the Trust Company shall authenticate and deliver to the Railroad Company, bonds reserved hereunder, to an amount equal, at par, to the expenditure so certified for the purposes aforesaid.

§ 6. The Trust Company shall authenticate and deliver to the Railroad Company bonds demanded by it, as is provided by this indenture, all at one time, or in such parts and at such time or times, as may be designated by its Directors in appropriate resolutions as aforesaid.

Before authenticating and delivering any coupon bond hereby secured the Trust Company shall detach and shall cancel all coupons thereof then matured, and deliver the same to the Railroad Company.

§ 7. The said Trust Company shall not authenticate and deliver bonds in an aggregate principal amount exceeding Three Hundred Million Dollars ($300,000,000.00) at any one time outstanding.

The Trust Company may, from time to time, and at any time hereafter, require from the Railroad Company statements showing the aggregate amount of bonds then outstanding and secured by this indenture, and, for their information in this behalf, may have reasonable access to the books of the Railroad Company.

§ 8. Coupon bonds issued under this indenture shall pass by delivery, unless registered in the owner's name on the books of the Railroad Company, at its office or agency in the City of Boston, Massachusetts, or at its office or agency in the City of New York, or elsewhere if the Directors shall so prescribe; such registration being noted on the bond by the proper officer of the Railroad Company. After such registration, such bonds shall pass only by transfer on the books of the Railroad Company, by the registered owner, or his attorney thereto duly authorized, the transfer being similarly noted on the bond by such officer of the Railroad Company, unless the last transfer shall have been made and registered to bearer, in which case such bonds shall again pass by delivery until again registered. In all cases, the coupons shall be payable to bearer, whether the bonds themselves be registered or not.

Whenever coupon bonds issued under this indenture, bearing interest at the same rate, and amounting at par to five thousand dollars ($5,000.00), ten thousand dollars ($10,000.00), or fifty thousand dollars ($50,000.00), are offered in exchange for a registered bond or bonds without coupons, the Railroad Company, upon the payment of the charges therefor, shall issue, and the Trust Company shall authenticate in exchange therefor, a registered bond or bonds, without coupons, for the same aggregate amount of principal, and bearing interest at the same rate; and whenever a registered bond or bonds, without coupons, issued under this indenture, is offered in exchange for registered bonds of other denominations, the Railroad Company, upon payment of the charges therefor, shall issue, and the Trust Company shall authenticate in exchange therefor, other registered bonds for the same aggregate amount of principal and bearing interest at the same rate.

Whenever any registered bond without coupons, issued under and secured by this indenture, shall be surrendered for exchange for coupon bonds, the Railroad Company, upon payment of the charges therefor, shall issue, and the Trust Company shall authenticate, and in exchange for such bonds shall deliver coupon bonds for the same aggregate principal sum, and bearing interest at the same rate, as such registered bond, with the coupons maturing on and after the first day of March or September next after the date of such exchange.

The Railroad Company shall cancel all bonds and unmatured coupons surrendered, as aforesaid, and deliver the same to the Trust Company, which shall cancel its certificate thereon, and return the bonds to the Railroad Company.

Every registered bond, without coupons, issued under this indenture, shall be transferable by the registered holder thereof, or by his attorney thereunto duly authorized, on the books of the Railroad Company, at its office or agency in the City of Boston, Massachusetts, or at its office or agency in the City of New York, or elsewhere, if the Directors shall so prescribe. In every such case the transfer shall be noted on the bond by the appropriate entry, signed by the proper officer of the Railroad Company.

The Railroad Company, (1) for any exchange of coupon bonds for registered bonds, (2) for any transfer of registered bonds without coupons, and (3) for any exchange of registered bonds without coupons for coupon bonds, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or governmental charge, and in addition thereto such further sum as may be necessary to meet other expenses connected therewith, such further sum, however, not to exceed one dollar for each new bond issued upon such exchange or transfer.

§ 9. In case any bond issued under this indenture shall be mutilated, lost or destroyed, the Trust Company, upon the demand of the Railroad Company, shall authenticate and deliver a new bond of like tenor and date (including coupons in case of a coupon bond), bearing the same serial number, in exchange and substitution for, and upon cancellation of, the mutilated coupon bond and its coupons, or the mutilated registered bonds, or in lieu of and substitution for the coupon bond and its coupons, or the

registered bond, so destroyed or lost. The applicant for such substituted bond shall furnish to the Railroad Company and to the Trust Company evidence satisfactory to both of them of the mutilation, destruction or loss of such coupon bond and its coupons, or of such registered bond, and shall also furnish indemnity satisfactory to both of them in their discretion.

ARTICLE II.

The Railroad Company covenants that it will maintain, or cause to be maintained, the properties conveyed by this indenture, in good condition and repair, and operate the same according to law; that it will pay the principal and interest of all bonds issued under this indenture according to the terms thereof; that it will pay or cause to be paid all taxes and assessments, federal, state or municipal, upon said properties, or any part thereof, or upon the earnings or income thereof; provided, nevertheless, that the Railroad Company shall not be deemed or held to be in default in respect to its obligation to pay any such tax, assessment, or other charge so long as the Railroad Company in good faith and by proper legal proceedings shall contest the validity thereof. That it will maintain an office or agency elsewhere if the Directors shall so prescribe, for the registration of bonds, in books to be kept for the purpose, in accordance with the provisions of said bonds and of Article I hereof; that it will dispose of said bonds only in the manner provided in this indenture, and apply the proceeds only to the purposes in this indenture prescribed; that it will at all times hereafter, upon request in writing, execute and deliver to said Trustees such further reasonable and necessary conveyances of the property and franchises intended to be conveyed by this indenture, whether now owned or hereafter to be acquired, as may be required for the more fully assuring to the said Trustees, said property and franchises, and for carrying into effect the objects and purposes of this indenture; that it will not apply for or avail itself of any injunction or stay of proceedings; or plead or in any way take advantage of any extension law, stay law, valuation law, redemption law, appraisement law, or any law of any State or Territory, in which any property conveyed by this indenture is or shall be located or found, whether now in force or which hereafter may be in force, which in any way may alter, impair, or impede the rights or remedies of the holders of the bonds issued, or of the Trustees, or which shall affect or change the time, place, means or mode of perfecting or enforcing such rights or remedies.

The Railroad Company, from time to time, may make changes or alterations in, or substitutions for, any leases or contracts for trackage rights subject to this indenture, but in any such event, any such modified, altered or substituted leases or contracts for trackage rights forthwith shall become bound by, and be subject to, the terms of this indenture in the same manner as those previously existing.

ARTICLE III.

SECTION 1. Upon the request of the Railroad Company from time to time, expressed through attested resolutions of its Directors, and subject

to the conditions and limitations in this Article prescribed, but not otherwise, the Trustees shall release from the lien and operation of this indenture any part of the mortgaged premises then subject thereto. If the property which the Railroad Company desires to have so released is real estate, track or rights of way, which, in the judgment of the Railroad Company, is no longer necessary for use in connection with its railroad, the proceeds of any sale thereof, if in excess of one thousand dollars ($1,000.00), shall be paid to the Trust Company and used by it in the purchase of bonds issued under this indenture; or, if the Railroad Company so elect, shall be used by it, with the consent of the Trust Company in making additions to the railroads and property conveyed by this indenture, in the purchase of additional real estate, or in the improvement and betterment of the mortgaged premises. Any and all of the real estate acquired by the Railroad Company in exchange for, or to take the place of, any real estate released or withdrawn from the lien and operation of this indenture, shall become and be subject to the lien hereof as fully as if specifically mortgaged hereby; but, if requested by the Trust Company, the Railroad Company shall convey the same to the Trustees by appropriate deed, upon the trusts and for the purposes of this indenture. No part of the track or of the rights of way conveyed by this indenture shall be released therefrom, unless the same shall no longer be necessary in the use and operation of the Company's railroads, nor if thereby the continuity of any line of railroad remaining subject to this indenture shall be broken.

§ 2. The Railroad Company may sell, exchange or otherwise dispose of any equipment or other personal property that in its judgment shall have become unsuitable or is not needed for the purposes of its business, substituting therefor property of equal value, which shall at once and without further conveyance be covered by and become subject to this indenture.

All moneys in excess of one thousand dollars ($1,000.00), received as compensation for property taken from the Railroad Company by the exercise of the power of eminent domain shall be paid to the Trust Company and used by it in the purchase of bonds issued under this indenture, or, if the Railroad Company so elect, shall be used by it, with the consent of the Trust Company, in the purchase of additional real estate, or in the improvement and betterment of the mortgaged premises.

§ 3. In no event shall any purchaser or purchasers of any property, sold or disposed of under any provision of this Article, be required to see to the application of the purchase money.

§ 4. In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Railroad Company may be exercised by such receiver, with the approval of the Trustees; and, if the Trustees shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers of this Article conferred upon the Railroad Company may be exercised by the Trustees in their discretion.

§ 5. A certificate of the Railroad Company, under its corporate seal, signed and verified by the affidavit of its President or a Vice-President, may be received by the Trustees as conclusive evidence of any of the

statements therein set forth, and shall be full warrant to the Trustees for any action taken or suffered by them under the provisions of this Article on the faith thereof; but in their discretion the Trustees may require such further or additional evidence as to them may seem reasonable. If the Trustees shall determine to make any further inquiry, or require further or additional evidence, they may examine the books, records and premises of the Railroad Company personally, or by their agents or attorneys. The expenses of such examination shall be paid by the Railroad Company and until paid shall be secured by this indenture.

ARTICLE IV.

SECTION 1. Nothing contained in this indenture, or in any bond hereby secured, shall prevent any lawful consolidation or merger of the Railroad Company with any other corporation, or any conveyance and transfer, subject to the continuing lien of this indenture and to all the provisions thereof, of all the mortgaged premises as an entirety to a railroad corporation at that time existing under and by virtue of the laws of the United States or of any State thereof, and lawfully entitled to acquire the same: provided, however, that such consolidation, merger or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustees, or of the bondholders hereunder; and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the corporation formed by such consolidation or merger or purchasing as aforesaid.

§ 2. In case the Railroad Company, pursuant to Section 1 of this Article, shall be consolidated or merged with any other corporation, or shall sell, convey and transfer, subject to this indenture, all the mortgaged premises as an entirety as aforesaid; the successor corporation formed by such consolidation, or into which the Railroad Company shall have been merged, or which shall have purchased and received a conveyance and transfer as aforesaid, upon executing and causing to be recorded an indenture with the Trustees, satisfactory to the Trustees, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of said bonds and the performance of all the covenants and conditions of this indenture, shall succeed to, and be substituted for, the Railroad Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part; and such successor corporation thereupon may cause to be signed and may issue, either in its own name or in the name of the Railroad Company, any or all of such bonds which shall not theretofore have been signed by the Railroad Company and delivered to the Trust Company; and upon the order of said successor corporation and subject to all the terms, conditions and restrictions herein prescribed, the Trust Company shall authenticate and deliver any of such bonds which shall have been previously signed and delivered by the officers of the Railroad Company to the Trust Company for authentication, and any of such bonds which such successor cor-

poration shall thereafter cause to be signed and delivered to the Trust Company for that purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof.

ARTICLE V.

No recourse under or upon any obligation, covenant, or agreement contained in this indenture, or in any bond or coupon, hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any stockholder, officer or director of the Railroad Company, or of any successor corporation, either directly or through the Railroad Company, by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this indenture, and the obligations hereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the stockholders, officers, or directors of the Railroad Company, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the bonds or coupons hereby secured, or implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against every such stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived, as a condition of, and as part of the consideration for the execution of this indenture and the issue of the bond and interest obligation secured thereby.

Nothing in this indenture, expressed or implied, is intended or shall be construed to enlarge the security of the holders of any of said outstanding existing bonds, specified in Article I hereof, or to create any trust in their favor, or to give to any person or corporation, other than the parties hereto, and the holders of bonds, issued under and secured by this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture, or any covenant, condition, or provision herein contained; all the covenants, conditions and provisions of this indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of the bonds hereby secured.

ARTICLE VI.

Until default, continuing as herein provided, in the payment of the interest or principal of the bonds, or any of them, secured by this indenture or in some other undertaking of the Railroad Company in this indenture contained, the said Company shall have all such right to possess, manage, operate, use and enjoy the property herein conveyed, and to receive and dispose of all the incomes, revenues, profits, and tolls thereof, as if this indenture had not been made.

ARTICLE VII.

SECTION 1. If the Railroad Company shall fail to pay the principal, or any part thereof, or the interest, or any part thereof, of any of the bonds secured by this indenture, when and where the same shall become due and payable, according to the tenor and effect thereof, and if such default shall continue for six (6) months, or if it shall fail to perform any other covenant or obligation in this indenture undertaken by it, and if such default shall continue for six (6) months after notice thereof, given to it in writing by the Trust Company; then and in any such case;

First—The Trustees, in their discretion may, and upon the request in writing of the holders of twenty-five (25) per cent. in amount of said bonds then outstanding, shall, enter upon all and singular the mortgaged premises, and use, operate and enjoy the same, making from time to time all needful repairs, additions and alterations, and, after deducting all operating expenses, including taxes and their own reasonable charges and compensation, together with the cost of such repairs, additions and alterations, apply the net income to the payment pro rata of the interest due and unpaid upon said bonds in the order in which said interest is payable and of the principal when due, either by the terms of the said bonds or under the provisions of this indenture, and may retain and continue such possession and use until the whole of the interest and principal of all of the said bonds shall be paid; or,

Second—The Trustees in their discretion may, and on the written request of the holders of twenty-five (25) per cent. in amount of said bonds then outstanding, shall, cause the mortgaged premises to be sold at public auction, first giving notice of the time, place and terms thereof by advertisement published three times a week for four consecutive weeks in a newspaper in each of the cities of New York, Boston, Chicago and St. Louis, and all such other, if any, places as may be required by law, respectively, the last publication to be at least ten (10) days before the day of sale: and, upon such sale, shall execute and deliver to the purchaser a good and sufficient conveyance, in fee simple, which shall be a bar against the Railroad Company, and all persons claiming under it, of all right, title, interest, or claim in, or to, said mortgaged premises, or any part thereof. The sale of said mortgaged premises shall be for cash; but the bonds secured by this indenture, or any of them, shall, if offered, be received in payment of any bid which shall be accepted at such sale, at the value of each bond and the interest due thereon and unpaid, which value shall be fixed by the ratio of the amount of the bid, after deducting therefrom all expenses of the trust, together with any sums necessary to cancel all prior liens, to the full extent then due on all of the said bonds.

In case of such sale, the Trustees may, on request in writing of a majority in interest of the holders of said bonds then outstanding, bid off the mortgaged premises and property, at a price not exceeding the amount due on such bonds, and the interest thereon due or accrued and unpaid, together with such amount as may be necessary to discharge all the prior liens and all costs and expenses of the trust; and, in case of any sale under

this indenture, no purchaser, other than said Trustees, shall be responsible for the application of the purchase money.

The Trustees, after deducting from the proceeds of such sale all costs and expenses incurred by them in and about the execution of the trust, together with such further sum, if any, including counsel fees and their own reasonable compensation, as shall be necessary to discharge all prior liens and protect them against all liabilities incurred, or to be thereafter incurred by them, arising out of or in consequence of said trust, shall apply said net proceeds to the payment pro rata of the principal and interest of the said bonds remaining unpaid, whether then or thereafter payable, and shall pay over the residue thereof, if any, to the said Railroad Company.

The Trustees shall have power to adjourn said sale from time to time at their discretion, and, in case of any adjournment, may make said sale at the time appointed without further notice; or,

Third—The Trustees may, in their discretion, and, on the written request of the holders of twenty-five (25) per cent. in amount of said bonds then outstanding, shall, institute and carry on appropriate legal proceedings for the foreclosure and enforcement of said indenture, by the sale of the mortgaged premises, or otherwise, under decree or judgment of court.

In case of such sale, whether made under the power of sale hereby granted or pursuant to judicial proceedings, the whole of the principal sums of the bonds hereby secured, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

§ 2. In case of default in payment of interest on any of said bonds, containing for six (6) months, the said Trustees may, in their discretion, and, at the request of the holders of a majority in interest of said bonds then outstanding, shall, declare the principal of all of the said bonds to be at once due and payable; and, written notice of such declaration being mailed to the Railroad Company within ten (10) days thereafter, the said principal shall be held and deemed to be due and payable, as of the date of said declaration, for all purposes whatever, incidental to or growing out of said indenture: provided, however, that, at the request in writing of the holders of a majority in interest of said bonds then outstanding, the Trustees may thereafter vacate and set aside said declaration, whereupon said principal shall become due and payable, according to the tenor of said bonds, and as if said original declaration had never been made.

§ 3. Anything in this indenture to the contrary notwithstanding, the holders of a majority in interest of the amount of bonds hereby secured and then outstanding, from time to time shall have the right to direct and to control the action of the Trustees, and the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed, or mortgaged, or for the foreclosure of this indenture after the same shall have been begun or instituted.

If, after any default as aforesaid, and the institution of foreclosure proceedings, the Railroad Company shall make all payments and do all other acts and things necessary to cure such default, and shall pay all expenses of the Trustees incurred in respect thereto, and shall make the estate and

security of the bondholders as beneficial and effectual as if such default had not taken place; the Trustees may, and, upon the request in writing of a majority in interest of the bonds then outstanding, shall, discontinue such foreclosure proceedings, and shall restore the possession of the mortgaged premises to the Railroad Company or its assigns; provided, however, that the rights of the Trustees, or of the bondholders, as respects any subsequent or future default, shall be thereby in no wise prejudiced or affected.

§ 4. The Railroad Company, after any default hereunder, may waive any period of grace herein reserved, or any condition precedent to the right of the Trustees to enforce their lien and security under this indenture by reason of such default; and at any time thereafter, before full payment of the bonds secured hereby, and whenever it shall deem expedient for the better security of such bonds, although there be then no default entitling the Trustees to enter into possession, the Railroad Company, with the consent of the Trustees, may surrender and deliver to the Trustees full possession of the whole or any part of the property, premises and interests hereby conveyed, or intended so to be, for any period fixed or indefinite. Upon such surrender and delivery to the Trustees with their consent, the Trustees shall enter into and upon the premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to their right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustees, from the time of their entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and apply the income and revenues as hereinbefore provided. Upon application of the Trustees, and with the consent of the Railroad Company, if there be then no subsisting default hereunder, and without such consent, if there shall then be a subsisting default entitling the Trustees to enter as hereinbefore provided, a receiver may be appointed to take possession of, and to operate, maintain and manage the whole or any part of said property, wheresoever the same may be situated, with all the rights, powers and duties by this section conferred upon the Trustees; and the Railroad Company shall transfer and deliver to such receiver all such property in its possession wheresoever the same may be situated.

§ 5. The rights of surrender, entry and sale, hereinbefore granted, shall be deemed to be cumulative remedies, and shall not deprive the Trustees, or bondholders acting through the Trustees, of any legal or equitable remedy appropriate to enforce the provisions of this indenture; provided that all such proceedings shall be taken by the Trustees, their successor or successors in trust, and not by bondholders, either individually or collectively, except as hereinafter provided.

Article VIII.

Any request or other action of bondholders, contemplated in or provided for by this indenture, may be manifested by one instrument, or any number

of concurrent instruments of like tenor, signed or executed by such bondholders personally, or by an agent having written authority. Proof of the execution of any such instrument or instruments, or of the authority in writing of any agent signing the same, or of the ownership of coupon bonds, transferable by delivery, shall be sufficient for the purpose of this indenture, when made in the following manner:

The fact and date of execution of any such instrument may be proved by the certificate of any notary public, that the signer of such instrument, on his own behalf, or on behalf of some other person or party, for whom he was authorized to sign, acknowledged the execution thereof, or by an affidavit of a witness of such execution.

The amount of coupon bonds, transferable by delivery, held by any person signing such instrument personally, or by attorney, together with the denominations and issue numbers of the bonds so held, and the date of holding, may be proved by a writing, executed by any trust company, bank, bankers, or other depositary, wherever situated, certifying that, at the date therein mentioned, such person had on deposit with such depositary the bonds described in such certificate.

The Railroad Company and the Trustees may deem and treat the person in whose name any coupon bond shall be registered as the absolute owner thereof, for the purpose of receiving payment of, or on account of, the principal thereof, and for all other purposes except to receive payment of interest represented by outstanding coupons; and all such payments made to any such registered holder for the time being, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

The bearer of coupon bonds, not registered, and the bearer of interest coupons, may be treated by the Railroad Company and the Trustees as the absolute owner of such bonds or coupons, for all purposes. Neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of, or from, this indenture, except after the prior payment in full of the principal of the bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

In all cases of instruction or request by bondholders to the Trustees, the Trustees may require such bondholders to deposit their bonds with the Trust Company and to indemnify the Trustees from and against all expenses, charges, costs and liabilities, in such amounts and in such manner as the Trustees may require.

Article IX.

If at the maturity of the bonds secured by this indenture, or at any time thereafter, the Railroad Company shall pay both principal and interest of all bonds issued, or shall deposit with the Trust Company, for the purpose of paying all such bonds outstanding, a sum of money sufficient to pay the same, together with all accrued and unpaid interest thereon, and shall

also pay all other proper expenses and charges of the trust, and shall also have performed all of the other things required of it by this indenture; then the estate, right, title and interest of the Trustees shall cease and determine, and all the railroads and other property and all estate, right, title and interest therein conveyed by this indenture shall revert to and revest in the Railroad Company; yet it shall be the duty of the Trustees to discharge and satisfy the lien of this indenture, and to make such reasonable deeds of release to the Railroad Company or its assigns, as by counsel of the Railroad Company may be advised.

ARTICLE X.

SECTION 1. Unless the Railroad Company shall be in default in payment of the interest or the principal of some bond or bonds hereby secured; or unless the Railroad Company shall be in default in the due performance and observance of some covenant or condition of this indenture, and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default; and the Trustees shall have entered, or shall have elected to enter, into possession, under the power of entry by this indenture conferred; or unless the Railroad Company voluntarily shall have surrendered to the Trustees possession of the mortgaged premises as by this indenture authorized, the Trustees (except with the assent of the Railroad Company) shall not collect, or be entitled to collect, the dividends on any stock, nor interest on any bonds or other claims of indebtedness now or hereafter pledged with or assigned to the Trustees under this indenture, and the Railroad Company shall be entitled to receive all interest paid, and dividends declared, in respect of any bonds or other claims of indebtedness or stocks transferred to or pledged with, the Trustees, pursuant to any of the provisions of this indenture; and from time to time (subject to the covenants in respect thereof in this section contained), upon request of the Railroad Company, the Trustees shall deliver to it the coupons for such interest, in order that the Railroad Company may receive payment thereof, for its own use, and shall deliver to the Railroad Company suitable orders in favor of the Railroad Company, or its nominee, for the payment of such interest or dividends, as the case may be; and the Railroad Company may collect such interest and dividends, but not by any proceeding which the Trustees shall deem to be prejudicial to the trusts hereunder; and the Trustees shall at once pay over to the Railroad Company any such interest and dividends that may be collected or received by them.

If any such coupon, or if any evidence of any such claim for interest, delivered to the Railroad Company, as aforesaid, shall not, upon maturity, promptly be paid and canceled, the Railroad Company shall return the same to the Trustees; and in case of the payment of any such interest, the Railroad Company shall, upon demand of the Trustees, furnish them with satisfactory evidence of the cancellation and extinguishment thereof.

Except as in this indenture otherwise expressly provided:

(a) The Railroad Company shall not be entitled to receive, and the Trustees shall not pay over to the Railroad Company, any part of the prin-

cipal of any bond or of any other claim of indebtedness pledged or assigned to the Trustees hereunder.

(b) The Railroad Company shall not be entitled to receive, and the Trustees shall not pay over, any interest on any bond, or on any other claim of indebtedness, which shall have been collected or paid out of the proceeds of any sale of any property covered by a mortgage securing such bond or claim of indebtedness, or out of the proceeds of the sale of any other property of a company liable upon such bond or claim of indebtedness, in case of dissolution or liquidation of such debtor company; it being the intention that the Railroad Company shall only be entitled to receive payment made out of the rents, revenues, income, or proceeds of operation of such properties.

(c) The Railroad Company shall not sell, assign or transfer any such claim to interest or dividend so delivered or assigned to it by the Trustees, except subject to the provisions of this indenture.

(d) The Railroad Company shall not collect any such interest or dividends, by legal proceedings, or by enforcement of any security therefor, except with assent of the Trustees, nor in any manner which the Trustees shall deem prejudicial to the trusts hereunder.

(e) Until actually paid or discharged, every such coupon or right to dividends, and other claims of indebtedness, shall remain subject to the lien of this indenture.

§ 2. Unless the Railroad Company shall be in default in payment of the interest or the principal of some bond or bonds hereby secured; or unless the Railroad Company shall be in default in the due performance and observance of some covenant or condition of this indenture, and such default shall have continued beyond the period of grace, if any, herein provided, in respect of such default, and the Trustees shall have entered, or shall have elected to enter, into possession, under the power of entry by this indenture conferred, or unless the Railroad Company voluntarily shall have surrendered to the Trustees possession of the mortgaged premises, as by this indenture authorized, the Railroad Company shall have the right to vote upon all shares of stock pledged hereunder, for all purposes not inconsistent with the provisions or purposes of this indenture, and with the same force and effect as though such pledge had not been made; and from time to time, upon demand of the Railroad Company, the Trustees forthwith shall execute and deliver to the Railroad Company, or its nominees, suitable powers of attorney or proxies for such purposes.

§ 3. The Trustees shall be empowered to cause to be registered in their names, as Trustees, any and all coupon bonds pledged with them hereunder, or to cause the same to be exchanged for registered bonds, of any denomination, without coupons, or to cause the same to be stamped "Non-negotiable. Held by the Central Trust Company of New York and Oliver M. Spencer, Trustees, under General Mortgage of the Chicago, Burlington and Quincy Railroad Company, dated March 2, 1908." The Trustees shall cause to be transferred into their names, as Trustees hereunder, all registered bonds and all shares of stock at any time delivered and assigned to them, to be held by them under this indenture. The Trustees may do what

ever may be necessary for the purpose of maintaining or preserving the corporate existence of any and all companies, any of whose shares shall, at any time, be pledged hereunder, and, for such purposes, from time to time, it may sell, assign, transfer, and deliver so many shares of the stocks of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, said companies.

§ 4. If any default shall occur in the payment of the principal or interest of any mortgage, bond or other claim of indebtedness at any time pledged hereunder, or of any other bond or other claim of indebtedness secured by the same instrument that secures a bond or bonds or other claim of indebtedness held by the Trustees hereunder, then, in any such case, the Trustees, upon the written request of the Railroad Company, and the furnishing to the Trustees of reasonable indemnity against expense or liability, shall cause proper proceedings to be instituted and prosecuted, in some court of competent jurisdiction, to enforce the lien by which such bonds or other claims of indebtedness are secured.

The Trustees, however, shall not be liable for any error of judgment in respect of such proceedings, or their outcome.

If the Railroad Company shall be in default in payment of the principal or interest of any of the bonds hereby secured, and such default shall have continued for a period of six (6) months, or in case a Receiver of the mortgaged premises shall have been appointed, or in case the Trustees shall have entered, or shall have elected to enter into possession of the mortgaged premises under the power herein conferred, or by the voluntary action of the Railroad Company, then the Trustees, in their discretion may institute such proceedings without such written request.

In case, at any time, any company whose capital stock in whole or in part is held by the Trustees under this indenture, shall be dissolved or liquidated, or in case all or any of the property of such company shall be sold upon the insolvency of such company, at any judicial or other sale, or in case any property covered by a mortgage securing any bonds or other claim of indebtedness held by the Trustees hereunder shall be sold upon foreclosure of such mortgage, then, in any such case, if by the Railroad Company requested in writing thereto, and provided with the necessary funds therefor, the Trustees shall purchase, or cause to be purchased, such property either in the name, and on behalf, of the Railroad Company, or in their own name, or by purchasing trustees; using, as far as permissable, such bonds, claims of indebtedness or stock, as the case may be, to make payment for such property, and, in case of any such purchase, the Trustees shall cause the title to the property so purchased to be vested in the Railroad Company, subject to the lien of this indenture.

The Trustees may also, in any case, take such steps as in their discretion shall be calculated best to protect their interests hereunder, in respect of any bonds or stocks subject to the lien hereof, and for that purpose may join in any plan of reorganization in respect of any such bonds or stock, and may accept new securities issued in exchange therefor under the plan.

On demand, the Railroad Company will forthwith pay, or satisfactorily provide for, all expenditures incurred by the Trustees under this section.

§ 5. The assignment or pledge hereunder of shares of stock of any company or companies shall not prevent the consolidation or merger of any one or more of such companies with, or the sale, conveyance or transfer of the property, or of any part thereof, to the Railroad Company; provided that such consolidation, merger or sale, shall not have the effect of impairing or decreasing the aggregate value of the property mortgaged or pledged by this indenture, of which fact the Trustees shall be judges, whose decision thereon shall be conclusive upon all parties interested hereunder.

In event of the consolidation or merger of any such company with, or the sale of its property to, the Railroad Company, this indenture immediately shall become and be a lien upon the property of the company so consolidated or merged with, or sold to the Railroad Company, with the same force and effect as if expressly conveyed by this indenture, and the same shall be as complete a lien upon such property as that herein created by the pledge, to the Trustees hereunder, of the stock or bonds, as the case may be, of such constituent companies.

The assignment or pledge hereunder of any shares of stock of any company or companies, shall not prevent the consolidation or merger of any such companies with each other; nor shall it prevent the sale of the property of any such company; provided, however, that any such consolidation, merger, or sale shall be made only on such terms as that the same shall not have the effect of impairing or decreasing the aggregate value of the property mortgaged or pledged by this indenture; of which fact the Trustees shall be judges, whose decision thereon shall be conclusive upon all parties interested hereunder.

Any stock, bonds, or other securities, issued by any such consolidated, merged, or purchasing company in exchange for any stock theretofore held by the Trustees, shall be assigned to and deposited with the Trustees, and shall become subject to the lien of this indenture, with the same force and effect as if expressly pledged by this indenture.

The Trustees may do any and all things proper for carrying into effect the purposes of this section, and, in order to facilitate the consolidation or the merger, in whole or in part, of any company, the Trustees may transfer into the name of the Railroad Company, under such restrictions as they may deem sufficient for protection of the holders of the bonds secured hereby, the shares of any company about to be so merged; but the certificates in the name of the Railroad Company forthwith shall be delivered to and held by the Trustees hereunder, and simultaneously the Railroad Company shall execute such instruments as the Trustees shall require, in order to enable them to transfer such shares back into their own names, if at any time they shall deem such a course expedient for the protection of the holders of the bonds hereby secured.

§ 6. The Trustees, in their discretion, may, and if requested in writing by the Railroad Company, shall, consent to the extension or renewal of any bond or other claim of indebtedness, that may be pledged hereunder, and of the mortgages securing the same; and, in case of the renewal of any such bond, or other claim of indebtedness, the Trustees may surrender the same to the issuer thereof, or its successor, and, in lieu thereof may receive

renewal bonds, or other claims of indebtedness, bearing such rates of interest, and maturing at such time as the Trustees may deem reasonable; provided that such extended or renewal bonds, or other claims of indebtedness shall be secured by a lien and charge upon the same property equal or superior to that of the bonds, or other claim of indebtedness, renewed or extended; of which fact the Trustees shall be judges, whose decision thereon shall be conclusive upon all parties interested hereunder. All bonds or other claims of indebtedness, received in exchange for, or in renewal of bonds or other claims of indebtedness, previously pledged hereunder, shall by the Trustees be held subject to all the terms and provisions of this indenture, in the same manner, and to the same extent, as those in exchange for which, or in renewal of which, the same shall have been received.

§ 7. Any moneys at any time received by the Trustees, or demandable by them, on account of the principal of any bond or other claim of indebtedness pledged hereunder, and also any moneys at any time received by the Trustees, or demandable by them, as a distributive proportion, accruing from distribution of capital, upon any stock pledged hereunder, shall be used by the Trustees in the purchase of bonds secured by this indenture; or, if the Railroad Company, not being in default upon any condition of this indenture, shall so elect, and so require in writing, may, in whole or in part, be used under direction of the Railroad Company, in the acquisition of other unincumbered property, stocks, bonds, or other claims of indebtedness of one or more of the kinds mentioned in Section five (5) of Article I, of this indenture, having a value at least equal to the amount of such money so expended therefor; of which freedom from prior incumbrances and value the Trustees shall be judges, whose decision thereon shall be conclusive upon all parties in interest under this indenture.

All such new property, stocks, bonds, or other claims of indebtedness so acquired, shall, forthwith upon acquisition, be transferred to the Trustees, in manner and form satisfactory to them, to be by them held under the trusts of this indenture.

§ 8. At any time when the Railroad Company shall not be in default under some provision of this indenture, the Trustees, in their discretion, may release to the Railroad Company, or to its assigns, any shares of stock, or any bonds or other claims of indebtedness, pledged hereunder, upon receiving in substitution therefor the transfer of other unincumbered property, stocks, bonds, or other claims for indebtedness, of one or more of the kinds mentioned in Section five (5) of Article I of this indenture, having a value at least equal to that of the stock, bonds, or other claims of indebtedness so released; the same to be held by the Trustees under the trusts of this indenture; of which freedom from incumbrance and value the Trustees shall be judges, whose decision shall be conclusive upon all parties interested under this indenture.

§ 9. Purchases, if any there shall be, of bonds secured by this indenture, made by the Trustees under the provisions of Section 7 of this Article, or under the provisions of Sections 1 and 2 of Article III, of this indenture, shall be made in such manner as the Trustees, in their discretion, shall

deem most advantageous for the trusts hereby created. All bonds so purchased forthwith shall be retired and canceled.

ARTICLE XI.

SECTION 1. The words "Trust Company," wherever used in this indenture, shall be taken to mean the Central Trust Company of New York, Trustee, as aforesaid, or such other Trust Company as may succeed it in trust except when the contrary intention clearly appears. The words "Individual Trustee" or "Trustees" shall further be held to relate to those at the time being, whether original or successors, and substituted or new Trustees shall have all the rights and powers of the original Trustee or Trustees.

The word "Directors," wherever used in this indenture, shall be taken to refer to the Directors of the Railroad Company, or its successors.

§ 2. The Trustees shall not be answerable for the default or misconduct of any agent or attorney appointed by them in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for anything whatever, in connection with this trust, except wilful misconduct or gross negligence. The Trustees shall not be personally liable for any debts contracted by them, or for damages to persons or property carried or injured, or for salaries or non-fulfilment of contracts, during any period wherein the Trustees shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. The Trustees shall not be under any obligation to take any action towards the execution or enforcement of the trust hereby created, which in their opinion will be likely to involve them in expense or liability, unless one or more of the owners of the bonds hereby secured shall, as often as required by the Trustees, furnish them reasonable indemnity against expense or liability; nor shall the Trustees be required to take notice of any default hereunder, and they may conclusively assume that the Railroad Company has not made default hereunder, unless and until notified in writing of a default by the owners of at least twenty-five (25) per cent. of the bonds hereby secured then outstanding, distinctly specifying the default desired to be brought to the attention of the Trustees, or to take any action in respect of any default unless requested in writing to take action in respect thereof by the owners of not less than twenty-five (25) per cent. of the bonds hereby secured then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision therefor, shall affect any discretion herein given to the Trustees to determine whether or not they shall take action in respect of such default, or to take action without such request. The Trustees shall be protected in any action taken or suffered by them on the faith of any certificate, document or paper believed by them to be genuine. The Trustees shall not be responsible for the recording of this indenture or for the filing of the same as a chattel mortgage. The Trustees are not responsible for the truth or accuracy of the recitals herein contained, which are made solely by the Railroad Company.

The Trustees shall be entitled to reasonable compensation for all services rendered in the execution of the trusts hereby created and which shall be payable by the Railroad Company, and until paid, such compensation of the Trustees and their expenses and liabilities in connection with the trust hereby created shall be secured by the lien of this indenture, and shall be paid from and out of the mortgaged premises and property prior to any payment therefrom of, or on account of the bonds hereby secured or the coupons or claims for interest thereto appertaining. The Trustees may consult with counsel and shall not be liable for any action taken or suffered by them in good faith in accordance with the opinion of counsel.

§ 3. The Trustees, or any trustee hereafter appointed, may resign and be discharged of the trusts created by this indenture by giving notice thereof to the Railroad Company and to the bondholders, by publication, at least twice a week, for four successive weeks, in a newspaper at that time published in each of the cities of New York, N. Y.; Boston, Massachusetts; Chicago, Illinois; and St. Louis, Missouri.

The Trustees may be removed at any time by an instrument in writing under the hands of three-quarters in amount of the owners of the bonds secured hereby and then outstanding, an original of which shall be filed with the Trustees.

§ 4. In case at any time the said Trustees, or any trustee hereafter appointed, shall resign or be removed or otherwise become incapable of acting, a successor or successors may be appointed by the owners of a majority in amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments, signed by such bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared, that, in case at any time there shall be a vacancy in the office of trustee hereunder, the Railroad Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders or as hereinafter authorized. The Railroad Company shall thereupon publish notice of such appointment once a week for six successive weeks in a newspaper published in each of the cities of New York, N. Y.; Boston, Massachusetts; Chicago, Illinois; and St. Louis, Missouri; but any new trustee so appointed by the Railroad Company shall immediately and without further act be superseded by a trustee appointed in the manner above provided by the bondholders prior to the expiration of six months after such publication of notice. In case no such appointment shall be made by the bondholders prior to the expiration of such six months, a new trustee, to supersede the trustee appointed by the Railroad Company, may nevertheless be appointed by any judge of the United States Circuit Court for the Eighth Circuit or by any court of competent jurisdiction in the premises, upon the application of the owners of one-quarter in amount of the bonds issued hereunder, then outstanding. Every such trustee, appointed in place of the Central Trust Company of New York, or its successor in the trust, shall always be a trust company in good standing, doing business in the City of New York, and having a capital and surplus and undivided profits aggregating at least Two Million Dollars ($2,000,000.00), if there be such

a trust company, willing and able to accept the trust upon reasonable or customary terms.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to the trustee last in office and also to the Railroad Company, an instrument, accepting such appointment hereunder; and thereupon such new trustee shall become vested with all the estates, properties, rights, powers and trusts of its (or his) predecessor in the trust hereunder with like effect as if originally named as trustee herein, without any further act, deed or conveyance; but the trustee ceasing to act shall, nevertheless, on the written request of the new trustee, and at the cost of the Railroad Company, execute and deliver an instrument transferring to such new trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so resigning or removed, and shall duly assign, transfer and deliver any stocks, bonds, or other property and moneys held by such trustee to the new trustee so appointed in its (or his) place, provided that all sums payable to such trustee under any of the provisions of this indenture shall first be paid in full.

Should any deed, conveyance, or instrument in writing from the Railroad Company be required by any new trustee, for more fully and certainly vesting in and confirming to such new trustee such estates, rights, powers and trusts; any and all such deeds, conveyances and instruments in writing shall, upon request, be made, executed, acknowledged and delivered by the Railroad Company.

The said Oliver M. Spencer, Trustee, and his successor or successors in trust, shall from time to time make, execute and deliver to the Trust Company, aforesaid, and to any successor or successors in trust thereof, such letters of attorney and other powers as may be advised by counsel for the Railroad Company, as appropriate or expedient to give effect to the provisions of this indenture or any of them.

Any request in writing by the Trust Company or by any trust company appointed in succession to it, to the Individual Trustee herein, or to any individual trustee appointed in succession to him, shall be sufficient warrant for the Individual Trustee or his successor to take such action as may be so requested.

Any certificate which it is herein provided may be accepted by the Trust Company as conclusive evidence of the facts therein stated, shall be full warrant and protection to the Individual Trustee for any action on the faith thereof.

Article XII.

The Central Trust Company of New York and Oliver M. Spencer, Individual Trustee, parties of the second part, hereby accept the trusts in this indenture declared and provided, and covenant to perform the same upon the terms and conditions hereinbefore set forth.

In Witness Whereof, the corporations parties hereto have caused their corporate names to be hereunto, and to twenty-four (24) other originals, subscribed by their respective Presidents or Vice-Presidents, and their corporate seals to be affixed and attested by their respective Secretaries or

Assistant Secretaries; and the said Oliver M. Spencer has to each thereof set his hand and seal, all upon the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[Seal] by GEO. B. HARRIS,
President.

Attest:
T. S. HOWLAND,
Secretary.

CENTRAL TRUST COMPANY OF NEW YORK,
[Seal] by J. N. WALLACE,
President.

Attest:
M. FERGUSON,
Assistant Secretary.

OLIVER M. SPENCER, [L. S.]
Individual Trustee.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that on this 22d day of May, A. D. 1908, before me, a Notary Public, in and for said County and State, personally appeared George B. Harris, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President; who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said corporation by like order as President of said Company; that the said George B. Harris acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he, as such President, signed, sealed and delivered said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 22d day of May, A. D. 1908.

My commission expires March 30, 1910.

M. E. HELLSTERN,
Notary Public in and for said County and State.
[Seal] *Notary Public, King's Co., N. Y.*
Certificate Filed in N. Y. Co.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that, on this 22d day of May, A. D. 1908, before me, a Notary Public, in and for said County and State, personally appeared

James N. Wallace, President of the Central Trust Company of New York, a corporation organized and existing under the laws of the State of New York, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President; who, being by me duly sworn, did say that he is President of the said Central Trust Company of New York; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Trustees of said Company; that said instrument, was signed and sealed in behalf of said corporation by like order as President of said Company; that the said James N. Wallace acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he, as such President, signed, sealed and delivered said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 22d day of May, A. D. 1908.

My commission expires March 30, 1910.

M. E. HELLSTERN,
Notary Public in and for said County and State.
[Seal] *Notary Public, King's Co., N. Y.*
Certificate Filed in N. Y. Co.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

On this 22d day of May, A. D. 1908, before me personally appeared Oliver M. Spencer, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that he signed, sealed, executed and delivered the same as his free and voluntary act and deed.

My commission expires March 30, 1910.

M. E. HELLSTERN,
Notary Public in and for said County and State.
[Seal] *Notary Public, King's Co., N. Y.*
Certificate Filed in N. Y. Co.

RECORDED IN ILLINOIS

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
ADAMS	June 6, 1908	10	20 AM	101	318
BOND	" 15, "	10	45	42	240
BUREAU	" 3, "	8		53	498
CARROLL	" 16, "	8		68	475
CASS	" 2, "	4	30 PM	30	345
CLINTON	" 11, "	9	AM	4	1
COOK	" 13, "	10		10193	551
DEKALB	" 17, "	1	10 PM	85	230
DUPAGE	May 28, "	2		5	124
FRANKLIN	June 12, "	1		6	86
FULTON	" 1, "	8	05 AM	277	450

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
GREENE	June 5, 1908	8		BB	144
HANCOCK	" 9, "	1	PM	74	211
HENDERSON	" 12, "	8	AM	19	50
HENRY	" 3, "	6	PM	245	143
JEFFERSON	" 12, "	8	AM	53	360
JERSEY	" 5, "	2	15 PM	113	39
JO DAVIESS	" 12, "	11	AM	42	340
KANE	May 29, "	11		488	85
KENDALL	June 1, "	1	PM	25	176
KNOX	" 4, "	4	30	96	428
LA SALLE	" 2, "	5		455	156
LEE	" 17, "	10	15 AM	O	117
MACOUPIN	" 8, "	8		239	371
MADISON	" 8, "	3	PM	346	1
MARION	" 11, "	10	45 AM	40	545
MCDONOUGH	" 5, "	1	PM	27	338
MERCER	" 13, "	9	AM	87	500
MONTGOMERY	" 16, "	11		C	178
MORGAN	" 2, "	2	45 PM	17	549
OGLE	" 16, "	2	20	63	179
PEORIA	May 29, "	12	10	160	179
PIKE	June 8, "	8	AM	59	59
ROCK ISLAND	" 15, "	8	30	102	211
SANGAMON	" 17, "	9	50	192	285
SCHUYLER	" 1, "	1	PM	104	329
SCOTT	" 4, "	8	AM	10	188
ST. CLAIR	" 10, "	8		361	1
STARK	" 4, "	10		87	36
WARREN	" 4, "	2	25 PM	40	439
WHITESIDE	" 15, "	3	30	139	568
WILLIAMSON	" 13, "	8	AM	7	335
WINNEBAGO	" 18, "	11	30	171	37
Recorded in Wisconsin Department of State	June 16, 1908	2	PM	14	522
Recorded in Minnesota Department of State	June 10, 1908	11	10 AM	12	246
HENNEPIN	" 11, "	4	30 PM	630	597
RAMSEY	" 2, "	9	AM	385	331
RAMSEY	" 10, "	11	40	385	331
WASHINGTON	" 10, "	3	30 PM	23	613
WINONA	" 11, "	8	AM	66	245

RECORDED IN IOWA

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
ADAIR	June 11, 1908	5	PM	73	64
ADAMS	" 10, "	9	30 AM	39	112

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
APPANOOSE	June 3, 1908	10		32	351
CASS	" 9, "	8		214	142
CLARKE	" 5, "	4	30 PM	37	598
CLINTON	" 15, "	1	50	100	77
DAVIS	" 2, "	1		A.F.	559
DECATUR	" 5, "	9	AM	168	457
DES MOINES	May 29, "	3	30 PM	73	11
DUBUQUE	June 12, "	8	55 AM	91	397
FREMONT	Aug. 5, "	11		33	166
HENRY	June 18, "	9	40	106	129
JEFFERSON	" 18, "	8		30	600
KEOKUK	" 10, "	11	30	45	324
LEE at Ft. Madison	May 29, "	3	PM	L	63
LEE at Keokuk	June 1, "	9	30 AM	43	570
LOUISA	" 11, "	10	30 AM	102	596
LUCAS	" 11, "	8	35	13	90
MADISON	" 13, "	1	30 PM	49	321
MAHASKA	" 16, "	4	35	42	701
MARION	" 16, "	9	30 AM	29	466
MILLS	" 6, "	8	50	43	544
MONROE	" 17, "	3	15 PM	78	727
MONTGOMERY	" 8, "	3		34	11
PAGE	" 9, "	1	30	174	564
POLK	" 15, "	10	20 AM	517	504
POTTAWATTAMIE	" 6, "	11	20	493	1
RINGGOLD	" 4, "	8	30	86	18
SCOTT	" 15, "	9	20	32	532
TAYLOR	" 10, "	4	30 PM	50	370
UNION	" 11, "	11	45 AM	174	332
VAN BUREN	" 1, "	4	30 PM	G-I	227
WAPELLO	" 17, "	11	50 AM	6	182
WARREN	" 13, "	8	40	22	342
WASHINGTON	" 10, "	8		24	198
WAYNE	" 3, "	2	30 PM	44	119
WOODBURY	" 1, "	9	AM	179	338

RECORDED IN MISSOURI

ADAIR	June 10, 1908	9	AM	54	582
ANDREW	" 19, "	9	45	108	60
ATCHISON	" 19, "	5	55 PM	57	370
AUDRAIN	" 6, "	9	30 AM	33	163
BUCHANAN	" 19, "	1	35 PM	374	1
CALDWELL	" 12, "	12	40	26	485
CARROLL	" 5, "	9	10 AM	185	154
CHARITON	" 5, "	2	1 PM	34	1
CLARK	" 9, "	7	30 AM	29	47
CLAY	" 23, "	8		152	156
CLINTON	" 23, "	1	50 PM	86	558

County	*Date*	*Hour*	*Min.*		*Book*	*Page*
De Kalb	June 25, 1908	8	20	AM	51	84
Gentry	" 25, "	5	50	PM	48	430
Harrison	" 27, "	11	15	AM	150	1
Holt	July 30, "	9	40		112	69
Jackson	June 22, "	9	30		B-1155	499
Lewis	" 16, "	9	5		93	467
Lincoln	" 2, "	1	25	PM	60	350
Linn	" 11, "	3	45		153	472
Livingston	" 13, "	9		AM	139	391
Macon	" 13, "	3		PM	155	304
Marion	" 15, "	8		AM	197	149
Mercer	" 27, "	6		PM	23	125
Monroe	" 17, "	5	40		41	430
Montgomery	" 4, "	1	25		67	317
Nodaway	" 19, "	7		AM	100	528
Pike	" 17, "	7	45		142	496
Platte	" 24, "	9	50		62	488
Putnam	" 10, "	3		PM	28	321
Ralls	" 17, "	1			79	84
St Charles	May 29, "	5			95	236
St Louis (City)	" 29, "	12	19		2117	88
St Louis (County)	June 1, 1908	9	20	AM	216	11
Schuyler	" 9, "	3	45	PM	32	187
Scotland	" 9, "	11		AM	74	362
Shelby	" 15, "	11	30		36-A	181
Sullivan	" 10, "	12		M	52	484
Warren	" 4, "	8	15	AM	27	514
Worth	" 26, "	11			55	173
RECORDED IN NEBRASKA						
Adams	June 12, 1908	10	50	AM	94	15
Antelope	" 5, "	11	55		62	1
Blaine	" 2, "	5		PM	E	319
Box Butte	" 2, "	6			24	91
Buffalo	" 12, "	3			84	434
Burt	" 8, "	5			12	450
Butler	" 1, "	8		AM	58	1
Cass	" 13, "	7	45		4	509
Cedar	" 9, "	11	30		46	143
Chase	" 10, "	11			T	458
Cheyenne	" 5, "	1		PM	19	215
Clay	" 12, "	8	55	AM	98	186
Colfax	" 10, "	7	45	PM	30	48
Custer	" 2, "	1			78	195
Dakota	" 9, "	5	30		V	553
Dawes	" 4, "	8		AM	35	346
Dawson	" 17, "	8	45		49	271
Dixon	" 9, "	7	45	PM	36	62

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
DODGE	June 6, 1908	3	55	22	7
DOUGLAS	" 8, "	1	20	338	510
DUNDY	" 6, "	12	M	M	607
FILLMORE	" 9, "	2	PM	68	85
FRANKLIN	" 8, "	7		50	316
FRONTIER	" 6, "	9	AM	39	596
FURNAS	" 8, "	10		18	391
GAGE	" 11, "	1	PM	48	326
GARFIELD	" 1, "	4	45	9	295
GOSPER	" 6, "	7	AM	18	576
GRANT	" 3, "	11	10	2	43
GREELEY	" 1, "	3	15 PM	38	241
HALL	" 2, "	10	AM	37	19
HAMILTON	" 1, "	12	15 PM	51	34
HARLAN	" 8, "	11	30 AM	16	57
HAYES	" 9, "	12	M	20	596
HITCHCOCK	" 6, "	11	AM	24	84
HOLT	" 5, "	8	30	92	340
HOOKER	" 2, "	4	PM	1	504
HOWARD	" 2, "	8	AM	1	279
JEFFERSON	" 9, "	5	20 PM	47	568
JOHNSON	" 11, "	10	40 AM	21	97
KEARNEY	" 12, "	12	M	46	624
LANCASTER	" 13, "	2	PM	154	345
LINCOLN	" 17, "	5	PM	36	265
MERRICK	" 1, "	1	30	35	369
NEMAHA	" 11, "	9	30 AM	31	390
NUCKOLLS	" 9, "	10		33	97
OTOE	" 10, "	9	10 PM	44	470
PAWNEE	" 10, "	4		32	407
PERKINS	" 5, "	6		P	75
PHELPS	" 6, "	9	AM	34	184
PIERCE	" 6, "	8		28	1
PLATTE	" 1, "	8	25	55	413
POLK	" 16, "	5	PM	56	348
RED WILLOW	" 6, "	11	AM	43	364
RICHARDSON	" 10, "	5	30 PM	35	365
SALINE	" 11, "	2	15	73	93
SARPY	" 11, "	8	30 AM	Z	377
SAUNDERS	" 10, "	5	PM	33	598
SCOTTS BLUFF	" 5, "	9	AM	8	442
SEWARD	" 1, "	10	20	72	245
SHERIDAN	" 4, "	10	55	10	256
SHERMAN	" 2, "	8		40	141
SIOUX	" 3, "	11	30	7	305
THAYER	" 9, "	12	30 PM	S	142
THOMAS	" 2, "	3	10	2	266

County	*Date*	*Hour*	*Min.*	*Book*	*Page*
THURSTON	June 10, 1908	8	30 AM	6	192
VALLEY	" 1, "	4	10 PM	39	62
WEBSTER	" 8, "	8	10 AM	U	17
YORK	" 1, "	11	15	91	149
	RECORDED IN KANSAS				
ATCHISON	June 12, 1908	2	30 PM	123	1
CHEYENNE	" 8, "	8	AM	17	160
CLOUD	" 10, "	9	30	36	428
DECATUR	" 8, "	3	PM	C	182
DONIPHAN	" 12, "	9	AM	57	446
LEAVENWORTH	July 29, "	2	15 PM	194	426
NORTON	June 8, "	1	40	36	468
PHILLIPS	" 15, "	8	AM	56	135
RAWLINS	" 8, "	7	20	12	620
REPUBLIC	" 15, "	11	50 AM	79	73
WASHINGTON	" 10, "	1	PM	84	353
WYANDOTTE	July 31, "	9	50 AM	418	1
Recorded in South Dakota Department of State	June 23, 1908	10	AM	3	516
	RECORDED IN COLORADO				
ADAMS	June 18, 1908	4	PM	33	297
BOULDER	" 19, "	9	AM	268	512
DENVER	July 15, "	3	15 PM	1977	9
JEFFERSON	June 19, "	1	30	134	387
LOGAN	" 5, "	1	50	82	47
MORGAN	" 6, "	4	30	62	500
PHILLIPS	" 5, "	4	55	67	104
SEDGWICK	" 18, "	9	AM	29	66
WASHINGTON	" 6, "	3	10 PM	97	233
WELD	" 19, "	10	AM	281	174
YUMA	" 6, "	1	15 PM	46	95
	RECORDED IN WYOMING				
BIG HORN	June 4, 1908	8	AM	6	502
CROOK	" 4, "	4	PM	25	143
LARAMIE	" 20, "	1	25	132	291
SHERIDAN	" 3, "	1	40	L	351
WESTON	" 3, "	8	AM	4	311
Recorded in Montana Department of State	June 16, 1908	10	30 AM	O	407

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

INDENTURE

SUPPLEMENTAL TO THE GENERAL MORTGAGE

of the Chicago, Burlington & Quincy Railroad Company, To the Central Trust Company of New York and Oliver M. Spencer, Trustees, Dated March Second, 1908.

Whereas, In the said General Mortgage between the parties hereto, the

following amounts of existing bonds are enumerated, for the refunding of which provision is made in said Mortgage:

$50,835,000 of Chicago, Burlington & Quincy Railroad, Illinois Division, 3½ per cent. bonds, maturing July 1, 1949;

$34,165,000 of Chicago, Burlington & Quincy Railroad, Illinois Division, 4 per cent. bonds, maturing July 1, 1949;

$7,289,000 of Chicago, Burlington & Quincy Railroad, Iowa Division, 4 per cent. bonds, maturing October 1, 1919;

$2,287,000 of Chicago, Burlington & Quincy Railroad, Iowa Division, 5 per cent. bonds, maturing October 1, 1919;

$4,300,000 of Chicago, Burlington & Quincy Railroad sinking fund 4 per cent. bonds, maturing September 1, 1921;

$9,000,000 of Chicago, Burlington & Quincy Railroad 5 per cent. debenture bonds, maturing May 1, 1913;

$7,968,000 of Chicago, Burlington & Quincy Railroad, Denver Extension, 4 per cent. bonds, maturing February 1, 1922;

$24,505,000 of Chicago, Burlington & Quincy Railroad, Nebraska Extension, 4 per cent. bonds, maturing May 1, 1927;

$13,751,000 of Burlington & Missouri River Railroad in Nebraska, 6 per cent. bonds, maturing July 1, 1918;

$3,347,000 of Burlington & Missouri River Railroad in Nebraska, 4 per cent. bonds, maturing January 1, 1910;

$1,078,000 of Republican Valley Railroad 6 per cent. bonds, maturing July 1, 1919;

$8,000,000 of Hannibal & St. Joseph Railroad 6 per cent. mortgage bonds, maturing April 30, 1911;

$133,000 of Tarkio Valley Railroad 7 per cent. mortgage bonds, maturing June 1, 1920;

$118,000 of Nodaway Valley Railroad 7 per cent. mortgage bonds, maturing June 1, 1920;

$1,125,000 of Atchison & Nebraska Railroad 7 per cent. bonds, maturing March 1, 1908;

$600,000 of Lincoln & Northwestern Railroad 7 per cent. bonds, maturing January 1, 1910.

And Whereas, In some of the Mortgages or Deeds of Trust, securing said existing bonds the Chicago, Burlington & Quincy Railroad Company, or its predecessors, to the rights of which it has succeeded, were and are authorized to issue for certain purposes and upon certain contingencies, bonds in excess of the said amounts now outstanding;

And Whereas, It has now been agreed to limit the respective issues of said enumerated existing bonds to the amounts above specified, and by appropriate corporate action of the corporations parties hereto this Supplemental Agreement has been duly approved and authorized to be executed,

THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in consideration of the premises and the receipt of one dollar ($1.00) by the Trustees, in hand paid, said Chicago, Burlington & Quincy Railroad Company does hereby agree and covenant with the said Trustees and their successors, that it will not request, cause to be certified, issue or

accept bonds issued under any of said mortgages or deeds of trust, which would have the effect of increasing the total amount of the bonds secured by such mortgage or deed of trust, at any one time outstanding, beyond that expressed in the said General Mortgage, as outstanding at the date thereof.

This Supplemental Indenture shall have the same force and effect as if its provisions had been incorporated in the said General Mortgage in the same instrument.

In Witness Whereof, The corporations parties hereto have caused their corporate names to be hereunto and to twenty-four (24) other originals, subscribed by their respective Presidents or Vice-Presidents, and their corporate seals to be affixed and attested by their respective Secretaries or Assistant Secretaries, and the said Oliver M. Spencer has to each thereof set his hand and seal, upon the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[Seal] by GEO. B. HARRIS,
President.

Attest:
T. S. HOWLAND,
Secretary.

CENTRAL TRUST COMPANY OF NEW YORK,

[Seal] by J. N. WALLACE,
President.

Attest:
M. FERGUSON,
Assistant Secretary.

OLIVER M. SPENCER, [L. S.]
Individual Trustee

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

Be it remembered, that, on this 25th day of September, A. D. 1908, before me, a Notary Public, in and for said County and State, personally appeared George B. Harris, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President; who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said corporation by like order as President of said Company; that the said George B. Harris acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he, as such President, signed, sealed and delivered said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 25th day of September, A. D. 1908.

My commission expires March 12th, 1910.

J. H. PETTIBONE,
Notary Public in and for said County and State.

[Seal]

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.

Be it remembered, that, on this 15th day of October, A. D. 1908, before me, a Notary Public, in and for said County and State, personally appeared J. N. Wallace, President of the Central Trust Company of New York, a corporation organized and existing under the laws of the State of New York, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President; who, being by me duly sworn, did say that he is President of the said Central Trust Company of New York; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Trustees of said Company; that said instrument was signed and sealed in behalf of said corporation by like order as President of said Company; that the said J. N. Wallace, acknowledged said instrument, and that it was the voluntary act and deed of said corporation, and that he, as such President, signed, sealed and delivered said instrument as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 15th day of October, A. D. 1908.

My commission expires March 30th, 1909.

W. H. SMIDT,
Notary Public, Rockland Co.,
Certificate filed in New York Co.
My commission expires March 30th, 1909.
Notary Public in and for said County and State.

[Seal]

STATE OF ILLINOIS
COUNTY OF COOK, } ss.

On this first day of October, A. D. 1908, before me personally appeared Oliver M. Spencer, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that he signed, sealed, executed and delivered the same as his free and voluntary act and deed.

My commission expires March 12th, 1910.

J. H. PETTIBONE,
Notary Public in and for said County and State.

[Seal]

FIRST AND REFUNDING MORTGAGE, February 1, 1921.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
to
THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
and
Frazier L. Ford, *Trustees.*

An Indenture, dated the first day of February, 1921, by and between Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, hereinafter called the "Railroad Company," party of the first part, and The First National Bank of the City of New York, a corporation, created and existing under the laws of the United States of America, hereinafter called the "Corporate Trustee," and Frazier L. Ford, a citizen of the State of Missouri, hereinafter called the "Individual Trustee," the Corporate Trustee and the Individual Trustee, collectively, being hereinafter called the "Trustees," parties of the second part.

Whereas, the Railroad Company owns certain railroads, and properties, hereinafter more specifically described, located in the States of Illinois, Wisconsin, Minnesota, Iowa, Missouri, Nebraska, Kansas, Colorado, South Dakota, Wyoming and Montana, and also the shares of capital stock of certain railroad, bridge, depot, and terminal companies owning railroads or facilities connected or used with the said railroads so owned by the Railroad Company; and

Whereas, the Railroad Company may from time to time hereafter, purchase or otherwise acquire the railroads and properties of the said railroad, bridge, depot and terminal companies, of which it now owns the whole or a portion of the capital stock, or may acquire additional shares of the capital stock, bonds or other securities thereof, and may purchase or acquire other railroads and properties, or the stocks, bonds or other securities of the companies owning such other railroads and properties; and

Whereas, the Railroad Company has heretofore executed and delivered certain mortgages or collateral trust indentures to secure bonds issued or to be issued under said mortgages or collateral trust indentures, and certain portions of the railroads owned by the Railroad Company and hereinafter conveyed to the Trustees, are now subject to the lien of the said mortgages, or mortgages securing bonds deposited under said collateral trust indentures, and the railroads and properties of other companies, of which the ownership or control may be acquired, or with which the Railroad Company may be consolidated or merged, may be subject at the time of such acquisition, consolidation or merger to the lien of mortgages securing other bonded indebtedness, or which companies may have bonded or other indebtedness not secured by mortgage; and

Whereas, the Railroad Company desires to provide for the retirement or refunding, before, at or after maturity, of the bonded indebtedness secured by any or all of such indentures of mortgage or deeds of trust, and for the payment or refunding of other indebtedness of itself and of the companies mentioned in the preceding paragraph, and also to provide for the enlarge-

ment, improvement and betterment of the railroads and property owned by it or leased to it, and for the acquisition of stocks and bonds of other companies, and for other expenditures for its corporate purposes hereinafter specified, and intends to make such provision by the execution and delivery of this indenture of mortgage or deed of trust upon the railroads, properties and franchises of the Railroad Company, and by the issuance of bonds hereunder; and

Whereas, the Railroad Company has heretofore made expenditures for the purpose of constructing, enlarging and improving certain of its existing railroads and properties hereinafter conveyed to the Trustees, acquiring equipment, or purchasing the shares of capital stock or bonds of railroad, bridge, depot, terminal or other companies, or retiring or discharging the bonded indebtedness of the Railroad Company, all of which expenditures were at the time when made and are now properly chargeable to capital account, but which have not been heretofore capitalized and for which it now desires to reimburse its treasury by the issuance of bonds hereunder; and

Whereas, at a meeting of the Board of Directors of the Railroad Company, duly held pursuant to notice at the office of the Railroad Company in the City of Chicago, State of Illinois, on the 1st day of December, 1921, a quorum being present, the execution and delivery of this mortgage or deed of trust and the creation of a bonded indebtedness secured by said mortgage as in this indenture of mortgage provided, was duly authorized; and

Whereas, at a special meeting of the stockholders of the Railroad Company, duly called and held at its principal office in the City of Chicago, Illinois, on the 18th day of January, 1922, the consent, concurrence and approval of stockholders owning more than two-thirds in amount of all the capital stock of the Railroad Company issued and outstanding were duly given in the manner and form required by law to the execution and delivery of this indenture of mortgage, to the parties hereto of the second part and their respective successors as Trustees, and of the bonds from time to time hereunder to be issued and hereby to be secured, for the purposes and up to the limit of the amount herein stated and in conformity with the provisions hereof; and

Whereas, the bonds of each particular series issued after February 1, 1921, are to bear date the first day of February or the first day of August next preceding the date on which such series is authorized, to mature on such date subsequent to the date of issue, and on or prior to February 1, 2121, to bear such rate of interest, to be payable semi-annually, to be subject or not subject to redemption, to be exempt or not exempt from taxes, to be convertible or not convertible into shares of the capital stock of the Railroad Company, and to be subject or not subject to sinking fund provisions, all as may be determined by the Board of Directors of the Railroad Company at the time of issue, and as shall be expressed in the bonds of each particular series; and

Whereas, any of the coupon bonds of any particular series as may be deemed expedient by the Board of Directors of the Railroad Company shall

be issued in the denomination of $1,000, and may also at the election of the Board of Directors be issued in the denominations of $500 or $100, payable as to principal and interest in the Borough of Manhattan, City of New York, in gold coin of the United States, and

Whereas, registered bonds without coupons payable in gold coin of the United States of America shall be of the denomination of $1,000, and may be also of such other denominations as from time to time may be authorized by the Board of Directors of the Railroad Company, and

Whereas, the forms of the coupon bonds and of the coupons to be attached thereunto, and of the registered bonds which are to be secured by this indenture, and of the certificates for the authentication of said bonds (subject to such appropriate insertions, omissions or variations as may be permitted by the terms hereof and as may be necessary and/or convenient with respect to bonds of different series) are to be severally and respectively substantially as follows, to wit:

(Form of Coupon Bond.)

No..... Series..... $.....

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

First and Refunding Mortgage Gold Coupon.....Per Cent Bond.

Chicago, Burlington & Quincy Railroad Company (hereinafter called the "Railroad Company"), a corporation of the State of Illinois, for value received, hereby promises to pay to bearer, or, if this bond be registered, then to the registered holder hereof, on the first day of....., at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, State of New York, the sum of..... dollars, in gold coin of the United States of America of the standard of weight and fineness as it existed on the first day of February, 1921, and to pay interest thereon from ....., at the rate of ..... per cent per annum, such interest to be payable at such office or agency, in like gold coin, semi annually on the first day of February and the first day of August in each year until the payment of said principal sum, but only upon presentation and surrender of the coupons therefor hereto attached as they severally mature.

This bond is one of the First and Refunding Mortgage Bonds (coupon or registered) of the Railroad Company, issued and to be issued, in one or more series, under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto, reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees, or their successors, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security.

At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding, fully paid capital stock of the Railroad Company or of a successor corporation.

In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture.

Unless registered as herein provided this bond shall pass by delivery. Any coupon bond may be registered as to principal in the owner's name at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, such registry being noted on the bond, after which no transfer shall be valid unless made by the registered owner, in person or by attorney, and similarly noted on the bond; but the same may be discharged from registry by like transfer to bearer noted on the bond; whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the negotiability of the coupons for the interest on the bond, and such coupons shall continue to be payable to bearer and to be transferable by delivery merely, and payment thereof shall fully discharge the Railroad Company in respect of the interest therein mentioned, whether or not the bond be registered. In the manner prescribed in said indenture and upon payment of the charges therein provided, the holder of any coupon bond or bonds for $1,000 (or $500 or $100 if issued) at his option, may surrender for cancelation such bond or bonds in the principal amount of $1,000, or multiples thereof, with all unmatured coupons, in exchange for a registered bond or bonds without coupons of the same series for the same aggregate principal amount. Any such registered bond, in like manner, and upon payment of the charges provided in said indenture, may in turn be exchanged for a coupon bond or coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

In witness whereof the Railroad Company has caused this bond to be

signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and coupons for said interest, bearing the engraved facsimile signature of its Treasurer, to be attached hereto. Dated the ..... day of .....

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

(L. S.) By.....,

Attest: *President.*

.....

Secretary.

(Form of Interest Coupon.)

No..... $.....

On the first day of ....., Chicago, Burlington & Quincy Railroad Company will pay to bearer, at its office or agency in the Borough of Manhattan, City of New York,.....dollars, in gold coin of the United States of America, being six months' interest then due on its First and Refunding Mortgage Bond, Series....., No....., unless said bond (if redeemable) shall have been called for previous redemption.

.....

Treasurer.

(Form of Registered Bond Without Coupons.)

No..... Series..... $.....

UNITED STATES OF AMERICA.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

First and Refunding Mortgage Gold Registered ..... Per Cent Bond.

Chicago, Burlington & Quincy Railroad Company (hereinafter called the "Railroad Company,"), a corporation of the State of Illinois, for value received, hereby promises to pay to..... or registered assigns, on the first day of ....., ..., at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, State of New York, the sum of ..... dollars, in gold coin of the United States of America of the standard weight and fineness as it existed on the first day of February, 1921, and to pay interest thereon at the rate of ..... per cent per annum from the first day of ....., such interest to be payable to the registered holder hereof at such office or agency, in like gold coin, semi-annually, on the first day of February and the first day of August in each year until the payment of said principal sum.

This bond is one of the First and Refunding Mortgage Bonds (coupon and registered) of the Railroad Company, issued and to be issued, in one or more series, under and pursuant to, and all equally secured by, an indenture of mortgage or deed of trust dated February 1, 1921, duly executed by the Railroad Company to The First National Bank of the City of New York, a corporation of the United States of America and Frazier L. Ford, as Trustees, to which indenture and any and all supplements thereto reference is hereby made for a description of the railroads, properties and franchises mortgaged or pledged to said Trustees or their successors, the

nature and extent of the security, and the rights of the holders of said bonds and of the Trustees in respect of such security.

At any time the authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railroad Company or of a successor corporation (as such prior debt is defined in the indenture aforesaid) after deducting therefrom the bonds then reserved under the provisions of said indenture to retire prior debt before, at or after maturity, shall be equal to three times the par value of the then outstanding fully paid capital stock of the Railroad Company or of a successor corporation.

In case of certain defaults specified in said indenture, the principal of all such bonds may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable only in the manner prescribed in said indenture at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, upon surrender and cancelation of this bond; and upon any such transfer a new registered bond without coupons of the same series will be issued to the transferee, in exchange therefor. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. Any such coupon bonds, bearing all unmatured coupons, in like manner may in turn be exchanged for a registered bond or bonds without coupons of the same series for the same aggregate principal amount. For such transfer or exchange a charge may be made as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture under which this bond is issued, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the issue hereof, expressly released, as provided in said indenture.

This bond shall not be entitled to any security or benefit under said indenture, and shall not become valid or obligatory for any purpose, until it has been authenticated by the execution of the certificate, hereon endorsed, by The First National Bank of the City of New York, as Corporate Trustee, or its successor in trust under said indenture.

In witness whereof, the Railroad Company has caused this bond to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary.

Dated the.....day of .....

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

(L. S.) By.....,

President.

Attest:

.....

Secretary.

(Form of Corporate Trustee's Certificate.)

This bond is one of the issue of bonds, of the series designated therein, described in the within-mentioned indenture.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
Corporate Trustee,

By.....

and

Whereas, the Interstate Commission by its supplemental order, dated January 17, 1922, as amended by order, dated January 25, 1922, in "Finance Docket No. 1069," has duly authorized the issue forthwith of not exceeding $30,000,000 principal amount of bonds under and pursuant to, and secured by this indenture, for the purpose of reimbursing in part the treasury for moneys expended for capital purposes prior to February 1, 1921, and not heretofore capitalized, as provided in Section 5 of Article Three of this indenture; and all other acts and things prescribed by law or the by-laws of the Railroad Company, have been duly performed and complied with, and the Railroad Company, in the exercise of each and every legal right, power and authority in it vested, has executed this indenture and proposes to make and execute, and from time to time hereafter, to issue and deliver bonds hereby secured:

Now, therefore, this indenture witnesseth:

That, in order to secure the payment of the principal and interest of all bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, the Railroad Company, party of the first part, in consideration of the premises, and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and confessed, has executed and delivered these presents, and has mortgaged, granted, bargained, sold, released, conveyed, assigned, transferred, pledged, and set over, and by these presents does mortgage, grant, bargain, sell, release, convey, assign, transfer, pledge and set over, unto the Trustees, parties of the second part, and to their successors and assigns forever:

First—The following described lines of railroad owned by the Railroad Company:

1. Main lines of railroad extending:

   (1) From Chicago, Illinois, via Aurora and Galesburg, Illinois; Burlington and Pacific Junction, Iowa; Plattsmouth, Ashland, Lincoln (including freight line between Lincoln and Cobb), and Oxford Junction, Nebraska; and Brush, Colorado to Denver, Colorado, a distance of about ..... 1,029.64 miles, of which about 1.24 miles are used by the Railroad Company under lease.

   (2) From Aurora, Illinois, via Oregon, Savanna and East Dubuque, Illinois, and La Crosse, Wisconsin (including freight line at said La

Crosse), to St. Paul, Minnesota, a distance of about....397.51 miles, of which about 12.39 miles are used by the Railroad Company under lease.

(3) From Rock Island, Illinois, via Barstow, Monmouth, Bushnell, Vermont, and Concord to East St. Louis, Illinois, a distance of about 244.81 miles, of which about 19.05 miles are used by the Railroad Company under lease.

(4) From Barstow, Illinois, via Denrock, Fenton Junction and Ebner (including freight line from Fenton Junction via East Clinton to Ebner), to Savanna, Illinois, a distance of about.....70.98 miles.

(5) From Galesburg, Illinois, to Rio, Illinois, a distance of about .....12.18 miles.

(6) From Concord, Illinois, via Centralia and Herrin to Metropolis, Illinois, a distance of about.....227.79 miles of which about 16.31 miles are used by the Railroad Company under lease.

(7) From Galesburg, Illinois, via Bushnell to West Quincy, Missouri (including additional line between Quincy, Illinois, and West Quincy, Missouri), a distance of about.....102.39 miles.

(8) From Galesburg, Illinois, to Peoria, Illinois, a distance of about .....52.87 miles.

(9) From Burlington, Iowa, via West Quincy and Hannibal to St. Louis, Missouri, a distance of about.....213.04 miles.

(10) From Old Monroe, Missouri, to Francis, Missouri, a distance of about .....63.26 miles.

(11) From Hannibal, Missouri, via Palmyra and Cameron to St. Joseph, Missouri, a distance of about .....205.75 miles.

(12) From Mark, Missouri, to Palmyra Junction, Missouri, a distance of about ..... 8.73 miles.

(13) From Cameron, Missouri, to Kansas City, Missouri, a distance of about ..... 53.68 miles.

(14) From Harlem Tower, Missouri, via St. Joseph and Napier, Missouri, and Pacific Junction, Iowa, to Union Pacific Transfer, in Council Bluffs, Iowa, a distance of about.....192.86 miles.

(15) From Oreapolis, Nebraska, to Omaha, Nebraska, a distance of about ..... 16.76 miles.

(16) From Omaha, Nebraska, to Ashland, Nebraska, a distance of about .....30.34 miles.

(17) From Sioux City, Iowa, via Laketon, Nebraska, to Ashland, Nebraska, a distance of about .....108.95 miles, of which about 4.59 miles are used by the Railroad Company under lease.

(18) From Napier, Missouri, via Rulo, Wymore and Red Cloud, to Oxford Junction, Nebraska, a distance of about.....257.87 miles.

(19) From Table Rock, Nebraska, via Lincoln, Milford, Seward, Aurora, Grand Island and Alliance, Nebraska; Edgemont, South Dakota; Sheridan, Wyoming, and Huntley, Montana, to Billings, Montana, a distance of about .....904.99 miles.

of which about 12.18 miles are used by the Railroad Company under lease.

(20) From Alliance, Nebraska, via Northport, Nebraska, and Sterling, Colorado, to Brush, Colorado, a distance of about.....149.86 miles.
of which about 23.67 miles are used by the Railroad Company under lease.

(21) From Fromberg, Montana, via Frannie, Casper, Orin, Wendover and Guernsey, Wyoming, to Northport, Nebraska, a distance of about .....494.46 miles,
of which about 29.64 miles are used by the Railroad Company under lease.

The aforesaid main lines of railroad now owned by the Railroad Company having an aggregate length of about.....4,719.65 miles.

2. Branch lines of railroad extending:

(1) From Aurora, Illinois, to West Chicago, Illinois (formerly called Turner Junction), a distance of about .....12.46 miles.

(2) From Aurora, Illinois, to West Batavia, Illinois, a distance of about .....7.86 miles

(3) From Montgomery, Illinois, via Sheridan Junction to Streator, Illinois, a distance of about .....57.59 miles.

(4) From Streator, Illinois, to Walnut Junction, Illinois, a distance of about .....59.52 miles.

(5) From Sheridan Junction, Illinois, via Earlville to Paw Paw, Illinois, a distance of about .....19.55 miles.

(6) From Mendota, Illinois, via Walnut to Denrock, Illinois, a distance of about .....48.53 miles.

(7) From Shabbona, Illinois, via Sterling to Denrock, Illinois, a distance of about .....63.68 miles,
of which about 5 miles are used by the Railroad Company under lease.

(8) From Flag Center, Illinois, to Rockford, Illinois, a distance of about .....23.50 miles.

(9) From Oregon, Illinois, to Forreston, Illinois, a distance of about .....17.98 miles.

(10) From Galena Junction, Illinois, to Galena, Illinois, a distance of about .....3.82 miles.

(11) From East Dubuque, Illinois, to Dubuque, Iowa, a distance of about .....1.63 miles,
of which about 1.12 miles are used by the Railroad Company under lease.

(12) From East Winona, Wisconsin, to Winona, Minnesota, a distance of about .....2.17 miles,
of which about 0.99 mile is used by the Railroad Company under lease.

(13) From Buda, Illinois, to Elmwood, Illinois, a distance of about .....44.62 miles.

(14) From Yates City, Illinois, to Rushville, Illinois, a distance of about .....62.91 miles.

(15) From West Frankfort Junction, Illinois, to West Frankfort, Illinois, a distance of about .....3.66 miles.

(16) From Galva, Illinois, via Arpee to New Boston, Illinois, a distance of about .....50.82 miles.

(17) From Galesburg, Illinois, via Lewistown to West Havana, Illinois, except mileage through Lewistown, Illinois, included in branch line item (14), a distance of about .....57.02 miles.

(18) From Gladstone, Illinois, via Keithsburg to Arpee, Illinois, a distance of about .....23.71 miles.

(19) From Carthage Junction, Illinois, via Carthage to Quincy, Illinois, a distance of about .....70.18 miles.

(20) From Quincy, Illinois, to East Hannibal and East Louisiana, Illinois, a distance of about .....47.03 miles.

(21) From Alexandria, Missouri, via Sedan and Humeston, Iowa, to Shenandoah, Iowa, a distance of about .....238.29 miles.

(22) From Sedan, Iowa, to Elmer, Missouri, a distance of about .....52.05 miles.

(23) From Viele, Iowa, via Laclede, Missouri, to Carrollton, Missouri, a distance of about .....195.52 miles, of which about 14.62 miles are used by the Railroad Company under lease.

(24) From Ft. Madison, Iowa, to Batavia, Iowa, a distance of about .....56.24 miles.

(25) From Burlington, Iowa, via Winfield and Oskaloosa to Tracey, Iowa, a distance of about .....117.70 miles, of which about 13.77 miles are used by the Railroad Company under lease.

(26) From Winfield, Iowa, to Washington, Iowa, a distance of about .....18.58 miles.

(27) From Mt. Pleasant, Iowa, to Keokuk, Iowa, a distance of about .....48.00 miles.

(28) From Albia, Iowa, via Tracey to Des Moines, Iowa, a distance of about .....68.62 miles

(29) From Chariton, Iowa, via Togo, Iowa and Bethany, Missouri, to St. Joseph, Missouri, a distance of about .....143.07 miles.

(30) From Togo, Iowa, via Grant City, Missouri, to Albany Junction, Missouri, a distance of about .....65.54 miles.

(31) From Indianola Junction, Iowa, to Indianola, Iowa, a distance of about .....30.52 miles.

(32) From Des Moines, Iowa, via Osceola to Cainsville, Missouri, except mileage at Van Wert, Iowa, included in branch line item (21) and between Leon and Koyle, Iowa, included in branch line item (29), a distance of about .....106.24 miles.

(33) From Creston, Iowa, to Cumberland, Iowa, a distance of about .....46.93 miles.

(34) From Creston, Iowa, to Amazonia, Missouri, a distance of about .....95.63 miles

(35) From Villisca, Iowa, to Bigelow, Missouri, a distance of about .....68.41 miles.

(36) From Clarinda, Iowa, to Corning, Missouri, a distance of about .....45.44 miles.

(37) From Red Oak, Iowa, to Griswold, Iowa, a distance of about .....18.43 miles.

(38) From Red Oak, Iowa, to Hamburg, Iowa, a distance of about .....40.05 miles.

(39) From Hastings, Iowa, to Sidney, Iowa, a distance of about .....21.34 miles.

(40) From Hastings, Iowa, to Carson, Iowa, a distance of about .....15.91 miles.

(41) From Armour, Missouri, to Atchison, Kansas, a distance of about .....4.10 miles, of which about 0.48 mile is used by the Railroad Company under lease.

(42) From East Leavenworth, Missouri, to Leavenworth, Kansas, a distance of about .....3.60 miles, of which about 1.73 miles are used by the Railroad Company under lease.

(43) From Payne, Iowa, to Lancaster, Nebraska, a distance of about .....59.96 miles.

(44) From Nebraska City, Nebraska, via Nemaha to Salem, Nebraska, a distance of about .....47.28 miles.

(45) From Atchison, Kansas, to Rulo Junction, Nebraska, a distance of about .....46.11 miles.

(46) From Nemaha, Nebraska, via Tecumseh to Beatrice, Nebraska, except mileage through Tecumseh, Nebraska, included in main line item (19), a distance of about.....65.01 miles.

(47) From South Omaha to Pappio, Nebraska, a distance of about .....9.01 miles, of which about 4.54 miles are used by the Railroad Company under lease.

(48) From Chalco, Nebraska, to Yutan, Nebraska, a distance of about .....12.75 miles.

(49) From O'Neill, Nebraska, to Laketon, Nebraska, a distance of about .....124.76 miles.

(50) From Ashland, Nebraska, via Wahoo, to Schuyler, Nebraska, a distance of about .....50.15 miles.

(51) From Lincoln, Nebraska, via Malcolm to Columbus, Nebraska, a distance of about .....69.74 miles.

(52) From Crete, Nebraska, via De Witt and Beatrice to Wymore, Nebraska, a distance of about .....42.80 miles.

(53) From Odell, Nebraska, to Concordia, Kansas, a distance of about .....72.27 miles.

(54) From De Witt, Nebraska, via Edgar and Holdredge, Nebraska, to Cheyenne, Wyoming, except mileage at Blue Hill, Nebraska, included in branch line item (59) and through Holdredge, Nebraska, included in main line item (1), a distance of about....472.79 miles.

(55) From Stromsburg, Nebraska, via McCool Junction to Alma, Nebraska, except mileage through Sutton, Nebraska, included in main line item (1), a distance of about .....152.13 miles, of which about 2.65 miles are used by the Railroad Company under lease.

(56) From McCool Junction, Nebraska, to Endicott, Nebraska, a distance of about .....56.05 miles, of which about 12.00 miles are used by the Railroad Company under lease.

(57) From Fairmont, Nebraska, via Strang to Chester, Nebraska, except mileage between Strang and Strang Junction, Nebraska, included in branch line item (54), a distance of about .....45.87 miles.

(58) From Edgar, Nebraska, to Superior, Nebraska, a distance of about .....26.54 miles.

(59) From Aurora, Nebraska, via Hastings to Lester, Nebraska, a distance of about .....64.28 miles.

(60) From Aurora, Nebraska, via Central City, Palmer and Greeley Center to Ericson, Nebraska, a distance of about.....82.25 miles.

(61) From Palmer, Nebraska, to Sargent, Nebraska, a distance of about .....73.39 miles.

(62) From Greeley Center, Nebraska, to Burwell, Nebraska, a distance of about .....40.45 miles.

(63) From Kenesaw, Nebraska, to Kearney, Nebraska, a distance of about ..... 24.24 miles.

(64) From Republican, Nebraska, to Oberlin, Kansas, a distance of about .....78.21 miles.

(65) From Orleans, Nebraska, to Saint Francis, Kansas, a distance of about .....134.39 miles.

(66) From Culbertson, Nebraska, to Imperial, Nebraska, a distance of about .....49.13 miles.

(67) From Denver, Colorado, to Lyons, Colorado, a distance of about .....49.60 miles, of which about 11.30 miles are used by the Railroad Company under lease.

(68) From Edgemont, South Dakota, via Minnekahta and Englewood, to Deadwood, South Dakota, a distance of about..106.56 miles.

(69) From Minnekahta, South Dakota, to Hot Springs, South Dakota, a distance of about .....12.50 miles.

(70) From Hill City, South Dakota, to Keystone, South Dakota, a distance of about .....9.73 miles.

(71) From Englewood, South Dakota, to Spearfish, South Dakota, a distance of about .....31.73 miles.

(72) From Newcastle, Wyoming, to Cambria, Wyoming, a distance of about .....7.17 miles.

(73) From Frannie, Wyoming, to Cody, Wyoming, a distance of about .....41.97 miles.

(74) From Guernsey, Wyoming, to Ironton, Wyoming, a distance of about .....9.74 miles.

The aforesaid branch lines of railroad now owned by the Railroad Company having an aggregate length of about.....4,278.85 miles.

Total mileage of main and branch lines now owned by the Railroad Company having an aggregate length of about.....8,998.50 miles.

Of the aforesaid main lines of railroad: those portions of main line extending from Chicago, Illinois, via Plattsmouth, etc., to Denver, Colorado (main line item (1)), between Lincoln and Cobb, Nebraska, used as freight line, a distance of about 7.32 miles, and between Graham and Portal, near Galesburg, Illinois, used as freight line, a distance of about 3.85 miles; that portion of main line extending from Aurora, Illinois, via Savanna, etc., to St. Paul, Minnesota (main line item (2)), between South Junction and North Junction, near La Crosse, Wisconsin, a distance of about 6.67 miles; that portion of main line extending from Barstow to Savanna, Illinois (main line item (4)), between Fenton Junction, and Ebner, Illinois (known as Fenton-Thompson cut-off), a distance of about 12.81 miles; that portion of main line extending from Concord via Centralia, etc., to Metropolis, Illinois (main line item (6)), between Herrin and Metropolis, Illinois, a distance of about 38.44 miles, and those portions of main line extending from Fromberg, Montana, via Casper, etc., to Northport, Nebraska (main line item (21)), between Fromberg, Montana, and Orin, Wyoming, a distance of about 360.78 miles, and between Wendover and Guernsey, Wyoming, a distance of about 8.09 miles; and of the aforesaid branch lines of railroad: branch line item (15) extending from West Frankfort Junction to West Frankfort, Illinois, a distance of about 3.66 miles; branch line item (48) extending from Chalco to Yutan, Nebraska, a distance of about 12.75 miles and branch line item (73) extending from Frannie to Cody, Wyoming, a distance of about 41.97 miles, a total of main and branch lines of about 496.34 miles, are free from the lien of any mortgage except this indenture.

About 5,384.62 miles of the aforesaid main and branch lines of railroad located in the States of Iowa and Missouri, Nebraska, South Dakota, Colorado and Wyoming and Montana are, in addition to the lien of this indenture, subject only to the lien of the General Mortgage of the Chicago, Burlington & Quincy Railroad Company to Central Trust Company of New York (now Central Union Trust Company of New York), and Oliver M. Spencer, Trustees, dated March 2, 1908, maturing March 1, 1958, and securing $75,120,000 of 4 per cent bonds, certified by the trustees, of which $65,247,000 have been issued and sold and are now outstanding in the hands of the public, and $9,873,000 are in the Railroad Company's treasury, of a total authorized issue of $300,000,000, of which the remainder in excess of said $75,120,000 or any thereof, hereafter may not be issued (except as provided in Section 4 of Article

Three of this indenture) as expressly covenanted by the Railroad Company in Section 5 of Article Five hereof.

About 1,646.13 miles of the aforesaid main and branch lines of railroad located in the States of Illinois, Wisconsin, Minnesota and Iowa are, in addition to the lien of this indenture, subject only to the liens of said General Mortgage and of the Illinois Division Mortgage of the Chicago, Burlington & Quincy Railroad Company to The New England Trust Company, dated July 1, 1899, maturing July 1, 1949, and redeemable after July 1, 1929, securing $85,000,000 of bonds authorized, of which all have been certified by the trustees and all but $573,000, now in the treasury of the Railroad Company, have been issued and sold and are now in the hands of the public. $50,451,000 of the outstanding bonds bear 3½ per cent interest, and $33,976,000 bear 4 per cent interest per annum.

About 1,471.41 miles of the aforesaid main and branch lines of railroad located in the States of Nebraska, Kansas and Wyoming are in addition to the lien of this indenture, subject only to the liens of said General Mortgage and of the Nebraska Extension Mortgage of the Chicago, Burlington & Quincy Railroad Company to The New England Trust Company, Trustee (Note 1), dated May 2, 1887, maturing May 1, 1927, securing an authorized issue of $29,441,000 4 per cent bonds of which $18,294,000 are now outstanding in the hands of the public, and $1,730,000 are in the treasury of the Railroad Company. No further bonds under this mortgage may be issued as expressly covenanted by the Railroad Company in Section 5 of Article Five hereof.

3. Also any and all other lines of railroad, wherever located, and any interest therein owned by the Railroad Company at the date of the execution and delivery of this indenture.

4. All and singular, the main tracks, additional to first main track, now owned by the Railroad Company, and used as part of and in connection with, any of the said main or branch or other lines of railroad, the same having at the date hereof, an aggregate length of about.....
.....1,030.80 miles.

5. All and singular the spur tracks, industry tracks, yard tracks, side tracks, turnouts, passing tracks and shop tracks, now owned by the Railroad Company, and used, or provided for use, in connection with any of the said main or branch or other lines, the same having, at the date hereof, an aggregate length of about.....3,260.63 miles.

Together with all and singular the franchises, rights and privileges now or hereafter appurtenant to or used in connection with the lines of railroad above mentioned, or any branch thereof.

Second. Appurtenances of the above described lines of railroad, subject as to the portions thereof embraced therein respectively, to the above mentioned mortgages:

NOTE 1. The Nebraska Extension Mortgage is a direct lien on about 296.91 miles only, but is secured by deposit of $23,494,000 first mortgage bonds of underlying companies, which have conveyed their roads to the Chicago, Burlington & Quincy Railroad Company. The balance of the mileage, or about 1,174.50 miles, is subject to the liens of those underlying mortgages.

All telegraph and telephone lines, and rights to use the same, now existing or as the same may hereafter exist, including all poles, wires and instruments, all rights of way, station and depot grounds, all tunnels, roadbeds, spurs, double tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, splices, and other railroad appurtenances, all terminals and terminal properties, docks, wharves, ferries, landings and boats, all station houses, warehouses, freight houses, engine houses, car houses, water stations, water tanks, water supply, water treating plants, coaling stations, timber treating plants, machine shops and other structures, all furniture, machinery, tools, implements, materials, and supplies, now or hereafter owned by the Railroad Company, appurtenant to any of said main and other lines of railroad and branches above described (except the former general office building of the Railroad Company and premises adjacent thereto, located at the northeast corner of South Franklin and West Adams streets, in the City of Chicago, Illinois (Note 1) and all tolls, revenues, earnings, income, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the Railroad Company of, in and to the said railroads, branches, premises and property, and every part and parcel thereof, with the appurtenances and the franchises appertaining or hereafter to appertain thereto.

Third. Any and all lines of railroad, extensions and branches, telegraph and telephone lines and lines of water transportation, including the franchises appurtenant thereto, and any and all terminal properties, depots, shops, machinery, tools, docks, wharves, ferries, landings, boats, rolling stock and other equipment, and any and all bonds, stocks and other property of every kind or description (notwithstanding that the same are not now particularly set forth in this indenture) which, from time to time, in the manner hereinafter provided, shall be purchased, acquired or constructed by the use of deposited moneys paid out as in this indenture hereinafter provided or by the use of any bonds secured by this indenture except bonds, (1) issued or to be issued under the provisions of Section 5 of Article Three of this indenture, and (2) issued or to be issued

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NOTE 1. The premises excepted are more particularly described as follows:
Sub-lot One (1) and the private alley Twenty (20) Feet in width adjoining said lot on the east and extending the full length of said lot north and south; also

Sub-lot Two (2) and the private alley or court approximately Twenty (20) Feet in width adjoining said lot on the north and extending the full width of said lot, all in Field and Perkins Subdivision of Lots Five (5), Six (6), Seven (7), and that part of Lot Eight (8) lying east of the east line of Franklin Street in Block Ninety-three (93) of School Section Addition to the City of Chicago, Illinois;

Also all that part of original Lot Six (6), Block Ninety-three (93) School Section Addition to the City of Chicago, Illinois, described as follows:

Beginning at a point on the east line of original Lot Seven (7), Block Ninety-three (93), School Section Addition to Chicago, Forty (40) Feet north of the north line of Adams Street; thence east along a line parallel with the north line of Adams Street Ten (10) Feet; thence north along a line parallel with said east line of said original Lot Seven (7) Eighty (80) Feet; thence west along a line parallel with the north line of Adams Street Ten (10) feet to the said east line of said original Lot Seven (7); thence south along said east line of said original Lot Seven (7) Eighty (80) feet to the place of beginning.

under the provisions of Section 6 of Article Three of this indenture, to reimburse the Railroad Company for and on account of moneys expended for the acquisition of property that shall have been subjected to the lien of this indenture or upon property that shall be subject thereto; together with all and singular the franchises, rights and privileges appurtenant to or used in connection with such lines of railroad, extensions, branches, telegraph and telephone lines and lines of water transportation, and any and all the rents, issues, profits, tolls and other income thereof.

Fourth. Subject to the right of the Railroad Company to be reimbursed for, and on account of, the cost or value thereof, as provided in Section 6 of Article Three of this indenture, any and all additions, improvements and betterments now or hereafter acquired or constructed to or upon or in connection with any and all lines of railroad, extensions, branches, telegraph and telephone lines and lines of water transportation now or at any time hereafter subject to this indenture, any and all property, real or personal, of every kind and description, acquired for use upon, or in connection with, or for the purpose of, such lines of railroad, extensions or branches, telegraph and telephone lines and lines of water transportation; and any and all corporate rights, privileges and franchises which the Railroad Company now has, or hereafter may or shall acquire, possess or exercise or be entitled to exercise in, to, upon or in respect of such lines of railroad, extensions or branches, telegraph and telephone lines and lines of water transportation or any part thereof, necessary for, or appertaining to, the construction, maintenance or operation of such lines of railroad or any such extension or branch, telegraph and telephone lines and lines of water transportation or any part thereof; and any and all the rents, issues, profits, tolls and other income of such lines of railroad, and of any and all such extensions, branches, telegraph and telephone lines and lines of water transportation; and also any and all the rights, privileges, franchises, properties, real or personal, rights and things, which the Railroad Company may or shall hereafter possess, or become entitled to possess, for the purposes of, or in connection with, such lines of railroad or any such extension, branch, telegraph and telephone lines or lines of water transportation.

Fifth. (a) All engines, tenders, cars and other rolling stock and equipment now appurtenant to any of said lines of railroad or acquired for use thereon, including 1912 locomotives, 665 passenger coaches and chair cars, 9 parlor (lounging) cars, 44 dining cars, 5 combination dining and parlor (cafe) cars, 32 business cars, 48 postal cars, 250 combination cars, 245 baggage cars, 28 express refrigerator cars (cream and milk cars), 7 horse express cars, 3 electric motor cars, 28,071 box cars, 71 furniture cars, 2,564 refrigerator cars, 6,551 stock cars, 1,711 automobile cars, 1,443 flat cars, 26,295 coal cars, 333 tank cars, 15 barrel cars, 74 wooden ore cars, 1,570 ballast cars, 791 caboose cars, 278 cinder cars, 1,486 boarding cars, 15 derricks, 19 steam derricks, 48 steam cranes, 18 steam shovels, 19 steam pile drivers, 4 rotary snow plows, 24 snow plows, 1 snow flanger, 17 Lidgerwood unloaders, 4 ballast plows, 27 ballast spreaders, 48 water cars (tank cars), 14 water cars (auxiliary tanks),

1,075 supply and tool cars, 3 scale inspection cars, 45 ditching flat cars, 150 automatic air dump cars, 2 air brake instruction cars, and 16 valuation department cars.

The above rolling stock and equipment are now subject to the prior liens of the mortgages, or some of them, heretofore mentioned in these granting clauses, but when the bonds outstanding under said mortgages have been discharged or refunded, and the mortgages released of record, this mortgage will become a first lien thereon; subject further as to 500 box cars, 1,000 gondola cars and 45 locomotives to the terms of an Equipment Trust Agreement between Walker D. Hines, Director General of Railroads, Chicago, Burlington & Quincy Railroad Company and Guaranty Trust Company of New York, as Trustee, dated January 15, 1920.

(b) Rolling stock and equipment (subject only to the liens thereof, in so far as the same attach, of the aforesaid mortgages in these granting clauses described) hereafter acquired and owned by the Railroad Company for the purpose of replacing, restoring or retiring (as required by Section 7 of Article Five of this indenture) any of the said rolling stock and equipment in the last foregoing clause (a) described; and

(c) Rolling stock and equipment which from time to time in the manner herein provided shall be purchased, acquired or constructed by the use of deposited moneys paid out as in this indenture hereinafter provided or by the use of any bonds secured by this indenture, except bonds (1) issued or to be issued under the provisions of Section 5 of Article Three of this indenture, and (2) issued or to be issued under the provisions of Section 6 of Article Three of this indenture, to reimburse the Railroad Company for and on account of moneys expended for the acquisition of property that shall have been subjected to the lien of this indenture or upon property that shall be subject thereto.

Sixth. All the right, title and interest of the Railroad Company arising out of leases or contracts for the use of the railroads mentioned below, together with all stations, depots, yards and other facilities appurtenant thereto, which by such leases and contracts the Railroad Company is permitted to use, to wit:

(1) The tracks, union passenger station and facilities of the Chicago Union Station Company, at Chicago, Illinois, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.84 miles.

(2) The railroad of the Pennsylvania Railroad Company, between a point near Sixteenth Street and a point near Twelfth Street, in Chicago, Illinois, a distance of about 0.40 miles, in order to effect a connection with the tracks of the Chicago Union Station Company, whose passenger station and facilities are used by the Railroad Company under contract.

(3) The tracks, union passenger station and facilities of the Peoria and Pekin Union Railway Company, at Peoria, Illinois, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 1.27 miles.

(4) The railroad of the Chicago, Peoria and St. Louis Railroad Company, at Jacksonville, Illinois, a distance of about 0.52 miles.

(5) The railroad of the Chicago and Eastern Illinois Railroad Company, between Neilson and West Vienna, Illinois, a distance of about 15.79 miles.

(6) The railroad of the Baltimore and Ohio Southwestern Railroad Company, between East St. Louis and Shattuc, Illinois, a distance of about 54.50 miles.

(7) The railroad of the Terminal Railroad Association of St. Louis, between St. Louis, Missouri and East St. Louis, Illinois, a distance of about 3.20 miles.

(8) The tracks, union passenger station and facilities of the Terminal Railroad Association of St. Louis, at St. Louis, Missouri, the tracks of said corporation used by the Railroad Company with other tenants, having a mileage of about 3.83 miles.

(9) The railroad of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, between East Alton and East St. Louis, Illinois, a distance of about 19.05 miles.

(10) The railroad of the Illinois Terminal Railroad Company, between Alton and Wood River, Illinois, a distance of about 4.75 miles.

(11) The railroad bridge across the Mississippi River, with connecting tracks of the Missouri and Illinois Bridge and Belt Railroad Company, between Alton, Illinois, and West Alton, Missouri, a distance of about 2.51 miles.

(12) The railroad bridge across the Mississippi River, with connecting tracks, of the Chicago and Alton Railroad Company, between East Louisiana, Illinois, and Louisiana, Missouri, a distance of about 2.07 miles.

(13) The tracks, union passenger station, and facilities of the Hannibal Union Depot Company, at Hannibal, Missouri, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.96 miles.

(14) The tracks, union passenger station and facilities of the Keokuk Union Depot Company, at Keokuk, Iowa, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 1.21 miles.

(15) The railroad of the Chicago, Rock Island and Pacific Railway Company, between Burlington and Mediapolis, Iowa, a distance of about 13.77 miles.

(16) The railroad of the Davenport, Rock Island and North Western Railway Company, between Rock Island, Illinois and Clinton, Iowa, a distance of about 37.49 miles.

(17) The railroad bridge across the Mississippi River, with connecting tracks, of the Chicago and Northwestern Railway Company, between East Clinton, Illinois, and Clinton, Iowa, a distance of about 0.98 miles.

(18) The railroad of the Chicago and North Western Railway Company, between Sterling and Agnew, Illinois, a distance of about 5 miles.

(19) The railroad of the Illinois Central Railroad Company, between Portage Curve and East Dubuque, Illinois, a distance of about 12.39 miles.

(20) The railroad of the Illinois Central Railroad Company, at East Dubuque, Illinois, a distance of about 0.46 miles.

(21) The railroad bridge across the Mississippi River, with connecting tracks, of the Dunleith and Dubuque Bridge Company, between East Dubuque, Illinois and Dubuque, Iowa, a distance of about .66 miles.

(22) The railroad bridge across the Mississippi River, with connecting tracks, of the Winona Bridge Railway Company, between East Winona, Wisconsin, and Winona, Minnesota, a distance of about 0.99 miles.

(23) The railroad of the Chicago, Milwaukee and St. Paul Railway Company, between St. Croix Crossing and St. Paul, Minnesota, a distance of about 19.36 miles.

(24) The tracks, union passenger station and facilities of the St. Paul Union Depot Company, at St. Paul, Minnesota, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 0.53 miles.

(25) The railroad of the Great Northern Railway Company, between St. Paul and Minneapolis, Minnesota, a distance of about 13.86 miles, used for passenger service, and the railroad of the Northern Pacific Railway Company, between Third street, St. Paul, and Como avenue, Minneapolis, Minnesota, a distance of about 8.80 miles, used for freight service.

(26) The tracks, union passenger station, and facilities of the Des Moines Union Railway Company, at Des Moines, Iowa, the tracks of said company used by the Railroad Company with other tenants having a mileage of about 2.89 miles.

(27) The railroad of the Wabash Railroad Company, between Bloomfield and Moulton, Iowa, a distance of about 14.11 miles.

(28) The railroad of the Wabash Railway Company, between Birmingham and Harlem, Missouri, a distance of about 8.22 miles.

(29) The tracks, union passenger station, and facilities of the Kansas City Terminal Railroad Company, at Kansas City, Missouri, the tracks of said company used by the Railroad Company with other tenants, having a mileage of about 2.50 miles.

(30) The railroad bridge across the Missouri River, with connecting tracks, of the Leavenworth Bridge and Terminal Company, between Stillings, Missouri, and Leavenworth, Kansas, a distance of about 1.73 miles.

(31) The railroad bridge across the Missouri River, with connecting tracks of the Atchison & Eastern Bridge Company, between Winthrop, Missouri, and Atchison, Kansas, a distance of about 0.48 miles.

(32) The tracks, union passenger station and facilities of the Atchison Union Depot and Railroad, at Atchison, Kansas, the tracks of said corporation used by the Railroad Company with other tenants, having a mileage of about 0.86 miles.

(33) The tracks, union passenger station and facilities of the St. Joseph Union Depot Company, at St. Joseph, Missouri, the tracks of said

company used by the Railroad Company with other tenants, having a mileage of about 2.23 miles.

(34) The railroad of the Union Pacific Railroad Company, between Union Pacific Transfer, Iowa, and Omaha, Nebraska, a distance of about 2.79 miles, including the railroad bridge across the Missouri River.

(35) The railroad of the last named company, between Gilmore Junction and South Omaha, Nebraska, a distance of about 4.54 miles.

(36) The railroad bridge across the Missouri River, with connecting tracks, of the Sioux City Bridge Company, near Sioux City, Iowa, having a mileage of about 3.73 miles.

(37) The tracks, passenger station and facilities of the Great Northern Railway Company, at Sioux City, Iowa, having a mileage of about 28.44 miles.

(38) The railroad of the St. Joseph & Grand Island Railroad Company, between K. C. & O. Junction and Endicott, Nebraska, a distance of about 12.00 miles.

(39) The railroad of the St. Joseph and Grand Island Railway Company, between Fairfield and Alma Junction, Nebraska, a distance of about 2.65 miles.

(40) The railroad of the Union Pacific Railroad Company, between Sterling and Union, Colorado, a distance of about 23.67 miles.

(41) The tracks, union passenger station and facilities of the Denver Union Terminal Railway Company, at Denver, Colorado, the tracks of said Company used by the Railroad Company with other tenants, having a mileage of about 5.90 miles.

(42) The railroad of The Colorado and Southern Railway Company, between Utah Junction and Burns, Colorado, a distance of about 11.30 miles.

(43) The railroad of The Colorado and Southern Railway Company, between Orin and Wendover, Wyoming, a distance of about 29.64 miles.

(44) The railroad of the Northern Pacific Railway Company, between Fromberg and Billings and Huntley and Billings, Montana, a distance of about 49.45 miles.

Seventh—All present or future leases of railroads and trackage rights, and all renewals and extensions of any and all present or future leases and trackage rights and contracts whatever, relating to the ownership, use or operation of any of the aforesaid lines of railroad, extensions, branches, terminals, union stations or any part thereof, or to any other railroad track or property at any time subject to the lien of this indenture.

Eighth—All and singular the right, title and interest of the Railroad Company in and to the following shares of capital stock, which hereby are pledged to and (except as hereinafter specified) delivered to the Corporate Trustee hereunder:

(1) 11,300 shares of the first preferred stock, 60,787 shares of the second preferred stock, and 236,675 shares of the common stock of The Colorado and Southern Railway Company (except 100 shares of common stock held by directors), being 64.3 per cent of the entire amount of capital stock of said company issued and outstanding. Of the capital stock of said company owned by the Railroad Company 9,300 shares of the first pre-

ferred stock, 59,387 shares of the second preferred, and 236,575 shares of the common stock are deposited with and held by Central Union Trust Company of New York, Corporate Trustee, under the General Mortgage of the Railroad Company, dated March 2, 1908. The Colorado and Southern Railway Company owns or controls a system of railroads in Colorado, Wyoming, New Mexico and Texas, having an operated mileage of about 1,810 miles, subject to various mortgages and equipment trusts.

(2) 15,000 shares of the capital stock of the Davenport, Rock Island and North Western Railway Company (except 4 shares held by directors), of a total amount of 30,000 shares now issued and outstanding, the other one-half of said total issue of stock being owned and held by the Chicago, Milwaukee and St. Paul Railway Company. The Davenport, Rock Island and North Western Railway Company owns a railroad, free from mortgage or outstanding bonds, extending from Rock Island, Illinois, via Davenport, Iowa, to Clinton, Iowa, a distance of about 50.04 miles, and having a total track mileage of 90.83 miles. The said shares of capital stock owned by the Railroad Company are subject to no pledge except that of this indenture.

(3) 33⅓ shares of the common stock of the Paducah and Illinois Railroad Company (except 8 shares held by directors), being one-third of the total amount of common stock of said company issued and outstanding, the other two-thirds of said common stock being owned and held by other railroad companies. This company owns a railroad bridge across the Ohio River at Metropolis, Illinois, and a connecting railroad into Paducah, Kentucky, the total mileage of said railroad being about 15.94 miles. The property of this company is subject to a mortgage to the Union Trust Company of Chicago, Trustee, dated July 1, 1915, and the said common stock is in the possession of said trustee under a stock trust agreement of the same date.

(4) 2,667 shares of the capital stock of the Winona Bridge Railway Company (except 5 shares held by directors), being 66.7 per cent of the entire amount of capital stock of said company issued and outstanding and not subject to any pledge except that of this indenture. The said company owns a railroad bridge across the Mississippi River, with connecting tracks, between East Winona, Wisconsin, and Winona, Minnesota, which the Railroad Company uses under lease, having a total track mileage of about 1.03 miles. The property of this company is subject to a mortgage to The Farmers' Loan and Trust Company, Trustee, dated September 1, 1890, and supplement thereto, dated September 1, 1915.

(5) 2,400 shares of capital stock of The Belt Railway Company of Chicago (except 1 share held by a director), being 8⅓ per cent of the total amount of capital stock issued and outstanding, and not subject to any pledge except that of this indenture. The said company holds under long term leases a system of trackage in Chicago, Illinois, providing interchange facilities between the railroads entering Chicago from the east and those extending westward from Chicago, as well as affording access to industries at South Chicago, and having a total track mileage of about 344.53 miles. The leaseholds and property of this company are not subject to any mortgage.

(6) 7,000 shares of the capital stock of the Chicago Union Station Company, being 25 per cent of the total amount of capital stock now issued and outstanding. The said station company owns a union passenger station, tracks and facilities at Chicago, Illinois, with a total track mileage of about 15.67 miles, which the Railroad Company has the right to use under an operating agreement, together with the Chicago, Milwaukee and St. Paul Railway Company, Pennsylvania Company, and The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, each of which railroad companies owns one-fourth of the capital stock of the said station company. Said stock owned by the Railroad Company is deposited with the New England Trust Company, Trustee, under the Illinois Division Mortgage of the Railroad Company. The property of the station company is subject to a mortgage to Illinois Trust and Savings Bank, of Chicago, Illinois, Trustee, dated July 1, 1915.

(7) 50 shares of the capital stock of The Denver Union Terminal Railway Company (except 2 shares held by directors), being 16⅔ per cent of the entire amount of capital stock of said company issued and outstanding. The said company owns a union passenger station, tracks and facilities at Denver, Colorado, with a total track mileage of about 5.90 miles, subject to a mortgage to the Continental and Commercial Trust and Savings Bank, of Chicago, Illinois, Trustee, dated March 2, 1914; said capital stock owned by the Railroad Company is deposited with the said Continental and Commercial Trust and Savings Bank, of Chicago, Illinois, Trustee, under a stock trust agreement, dated March 2, 1914.

(8) 234 shares of the capital stock of the Hannibal Union Depot Company, being 58.5 per cent of the entire amount of issued and outstanding capital stock of the said company; the said depot company owning a union passenger station, tracks and facilities at Hannibal, Missouri, free of mortgage or outstanding bonds, with a total track mileage of about 0.96 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(9) 1,833⅓ shares of the capital stock of the Kansas City Terminal Railway Company (except 5 shares held by directors), being 8⅓ per cent of the entire amount of issued and outstanding capital stock of the said company. The said company owns, subject to a mortgage to Illinois Trust and Savings Bank, of Chicago, Illinois, and Samuel W. Moore, Trustees, dated January 3, 1910, a union passenger station, tracks and facilities at Kansas City, Missouri, with a total track mileage of about 143.60 miles, which the Railroad Company has a right to use under contract, and said capital stock owned by the Railroad Company is deposited with the Pioneer Trust Company, Trustee, under a stock trust agreement, dated June 12, 1909.

(10) 400 shares of the capital stock of the Keokuk Union Depot Company (except 2 shares held by directors), being 40 per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said company owns, subject to a mortgage to Union Trust Company, of St. Louis, Missouri, Trustee, dated July 1, 1890, a union passenger station, tracks and facilities at Keokuk, Iowa, with a total track mileage of

about 1.21 miles, which the Railroad Company has a right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(11) 70 shares of the capital stock of The Minnesota Transfer Railway Company, being 11-1/9 per cent of the entire amount of the issued and outstanding capital stock of the said company. The said company owns, subject to a mortgage to the Northwestern Trust Company, of St. Paul, Minnesota, Trustee, dated August 1, 1916, a system of trackage between St. Paul and Minneapolis, Minnesota, providing facilities for the interchange of cars at that point, with a total track mileage of about 103.16 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(12) 40 shares of the capital stock of the St. Joseph Union Depot Company (except 4 shares held by directors), being 40 per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said depot company owns, free of mortgage or outstanding bonds, a union passenger station, tracks and facilities at St. Joseph, Missouri, with a total track mileage of about 2.23 miles, which the Railroad Company has the right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(13) 1,036 shares of the capital stock of The St. Paul Union Depot Company, being 11-1/9 per cent of the entire amount of issued and outstanding capital stock of the said depot company. The said depot company owns, subject to a mortgage to the Central Trust Company of New York (now Central Union Trust Company of New York), Trustee, dated May 1, 1880; a mortgage to the Northwestern Trust Company, of St. Paul, Minnesota, Trustee, dated May 1, 1894, and a mortgage to the same trustee, dated January 1, 1917, a union passenger station, tracks and facilities at St. Paul, Minnesota, with a total track mileage of about 9.54 miles, which the Railroad Company has the right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(14) 2,058 shares of the capital stock of the Terminal Railroad Association of St. Louis (except 2 shares held by directors), being 6⅔ per cent of the entire amount of issued and outstanding capital stock of the said terminal association. The said terminal association owns or controls, subject to various mortgages, a union passenger station at St. Louis, Missouri, railroad bridges, across the Mississippi River between St. Louis and East St. Louis, Illinois, and tracks and facilities, with a total track mileage of about 178.69 miles, which the Railroad Company has a right to use under contract; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(15) 27 shares of the capital stock of a par value of $1,000 each (except 3 shares held by directors), of the Atchison Union Depot and Railroad, being 37½ per cent of the entire amount of issued and outstanding capital stock of said depot and railroad corporation. The said corporation owns, free from mortgage or outstanding bonds, a union passenger station, tracks and facilities at Atchison, Kansas, with a total track mileage of about

0.86 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

(16) 81 shares of the capital stock of The Iowa Transfer Railway Company (except one share held by director), being 20 per cent of the entire amount of issued and outstanding capital stock of the said company. The said company owns a system of trackage at Des Moines, Iowa, providing facilities for the interchange of cars at that point, with a total track mileage of about 3.39 miles; said capital stock owned by the Railroad Company not being subject to any pledge except that of this indenture.

Ninth—All shares and capital stock of the aforesaid railroad, bridge, depot and terminal companies and of any companies successors thereto which the Railroad Company now owns, except qualifying shares held by directors, or to which it is now entitled, or which (subject to Section 6 of Article Three of this indenture) it may acquire or to which it may hereafter become entitled.

Tenth—Any and all property of every name and nature, including stocks, bonds or other securities, from time to time hereafter by delivery or by writing of any kind for the purposes hereof conveyed, mortgaged, pledged, assigned or transferred by the Railroad Company, or by anyone in its behalf, to the Trustees, who hereby are authorized to receive any property at any and all times, as and for additional security, and, also, when and as hereinafter provided, as substituted security, for the payment of the bonds issued or to be issued hereunder, and to hold and apply any and all such property subject to the terms hereof.

To have and to hold the premises, railroads, properties, real or personal, rights, franchises, estates, appurtenances and stocks, bonds or other securities, hereby conveyed and assigned, or intended to be conveyed or assigned, or which may be hereafter conveyed or assigned by indentures supplemental hereto, unto the Trustees, their successors and assigns forever;

Subject, however, as to the properties severally embraced therein, or subject thereto, to the several prior liens, mortgages, pledges and excepted property and rights mentioned, and as to the properties covered thereby, to be mentioned in any indenture supplemental hereto, and to all other existing rights, liens, charges and claims of record upon and against the railroads, properties and franchises hereby conveyed and mortgaged, or pledged or so intended to be;

Subject, also, to the condition that nothing in this indenture is intended or shall be construed to limit the right or power of the Railroad Company, which hereby is expressly reserved, to own and hold or in any manner acquire free from the lien of this indenture lines of railway, branches, extensions, rolling stock and equipment, stocks or bonds or any other property whatsoever or interest therein not specified or included in the granting clauses hereof;

But in trust, nevertheless, for the equal, proper and proportionate benefit and security, severally and respectively, of all and every the present and future holders of any and every bond issued under and secured by this indenture (which hereinafter are termed the First and Refunding bonds), as well all those presently issued as all hereafter issued in addition thereto or by way of substitution or exchange, in accordance with the terms of this indenture, and for enforcing the payment thereof, when payable, in ac-

cordance with the true intent and meaning of the stipulations of this indenture, and of the said bonds and interest obligations respectively, without preference, priority or distinction, as to lien or otherwise, of any one bond over any other bond, by reason of priority in the execution, delivery or negotiation thereof, and so that each and every bond, issued and to be issued as aforesaid, shall have under and by this indenture, the same right, lien and privilege as every other bond of the issue; and so that the principal and interest of every such bond shall, subject to the terms hereof, be secured hereby equally and proportionately with every other such bond, as though all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of all such bonds shall take effect from the day of the date of this indenture, without regard to the date of actual issue, sale or disposition thereof; and so that the lien and security of this indenture, and of all bonds issued hereunder, shall take effect from the day of the date hereof, as though upon such day all such bonds actually had been issued, sold, and delivered to, and were then in the hands of, innocent holders for value.

And hereby it is expressly covenanted that all such bonds, and the coupons for interest thereon, are to be issued, authenticated, delivered, received and negotiated, and that the mortgaged and pledged properties and franchises are to be held by the Trustees, subject to the following further covenants, conditions and provisions, viz:

Article One.

Limitation in amount and issue of bonds.

Section 1. The authorized issue of bonds under this indenture is limited so that the amount thereof at any one time outstanding, together with all outstanding prior debt of the Railroad Company after deducting therefrom the amount of all bonds reserved under the provisions of this indenture to retire prior debt before, at or after maturity, shall never exceed three times the par value of the then outstanding, fully paid capital stock of the Railroad Company.

Whenever hereafter the amount of such capital stock outstanding shall be increased, thereupon the limit of the authorized issue of bonds hereunder shall be increased to an amount which, together with all then outstanding prior debt of the Railroad Company after deducting therefrom the amount of all bonds then reserved under the provisions of this indenture to retire prior debt before, at or after maturity, shall be equal to three times the amount of such outstanding, fully paid capital stock as increased.

In determining at any time and from time to time the limit of the authorized issue of bonds hereunder, the prior debt to be added is that which at the time may remain unpaid of the principal of the bonds specified in Section 1 of Article Three of this indenture and of the bonds which hereafter shall be included in prior debt under Sections 2 and 3 of said Article Three (but not including any such bonds deposited with and held by the Corporate Trustee as provided in Section 4 of said Article Three), and the reserved bonds to be deducted are the bonds issuable under this indenture

and as provided in said Article Three reserved for the purpose of refunding such prior debt. If, however, there is or at any time there shall be any prior debt of the Railroad Company which is not specified in Section 1 of said Article Three or which shall not be specified as provided in Sections 2 and 3 of said Article Three, the prior debt not so specified shall nevertheless be included in and form a part of the prior debt to be added as aforesaid in determining the limit of the authorized issue of bonds hereunder.

By "prior debt" as used in this Article One is meant that mortgage lien bonded indebtedness of the Railroad Company, or of a successor corporation, or of a corporation whose properties are acquired by the Railroad Company by purchase or merger or consolidation, which is entitled to a lien and rank prior and superior to the lien and rank of this indenture and the bonds issued hereunder; together with any bonded indebtedness whether secured or unsecured, for which bonds shall have been reserved to be issued under Section 3 of Article Three of this indenture.

§ 2. Bonds shall not be issued hereunder, or deposited cash be paid (as hereinafter in Section 6 of Article Three defined), in respect of the acquisition of property subject to a prior mortgage or other lien, nor shall railroads or real property subject to a prior mortgage or other lien be acquired and subjected to the lien of this indenture, unless in either case sufficient bonds hereunder shall be available, within the limitations provided in this article, to be reserved, and shall be reserved, to retire such prior debts at maturity.

§ 3. Bonds shall not be issued hereunder in respect of the acquisition of the shares of the capital stock of any company or companies, or unsecured bonds or obligations of any company or companies, to a face amount which, when added to the total amount, if any, of "deposited cash" (as hereinafter defined) paid by the Corporate Trustee in respect of such acquisition, shall exceed one-third of the total face amount of bonds outstanding hereunder following such acquisition.

Article Two.

form, execution, delivery, registry and exchange of bonds.

Section 1. From time to time the bonds issuable under this indenture shall be executed on behalf of the Railroad Company by its President or any one of its Vice Presidents, under its corporate seal attested by its Secretary or an Assistant Secretary, and shall be delivered to the Corporate Trustee for authentication by it; and thereupon, as provided in this indenture and not otherwise, the Corporate Trustee shall authenticate the said bonds and shall deliver the same to the Railroad Company on its written order. Only such bonds as shall bear thereon endorsed a certificate of authentication substantially in the form hereinbefore recited, executed by the Corporate Trustee, shall be secured by this indenture or be entitled to any right or benefit hereunder. No bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose until such certificate shall have been duly endorsed on such bond; and such authentication by the Corporate Trustee upon any such bond shall be conclusive evidence that the bond so authenticated has been duly issued hereunder and that the holder is entitled to the benefit of the trust hereby created.

On request of the Railroad Company bonds shall be authenticated and shall be delivered hereunder in advance of the registration or recording of this indenture, or of the delivery to the Corporate Trustee of any of the stocks, pledged under this indenture; but the Railroad Company with all convenient speed shall cause this indenture to be recorded as a mortgage upon railroads and real property, and shall deliver to the Corporate Trustee all such stocks upon which this indenture is a first lien, and which are not required otherwise to be held under agreements heretofore made.

In case any of the officers of the Railroad Company who shall have signed and sealed any of the bonds issuable under this indenture shall cease to be such officers of the Railroad Company before the bonds so signed and sealed shall have been actually authenticated and delivered by the Corporate Trustee, such bonds, nevertheless, may be authenicated and delivered and issued as though the persons who signed and sealed such bonds had not ceased to be officers of the Railroad Company; and also any such bond may be signed and sealed in behalf of the Railroad Company by such persons as at the actual date of the execution of such bond shall be the proper officers of the Railroad Company, although at the date of such bond any such person shall not have been an officer of the Railroad Company. The coupons to be attached to coupon bonds shall be attested by the engraved facsimile signature of the present Treasurer or of any future Treasurer of the Railroad Company, and the Railroad Company may adopt and use for that purpose the engraved facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be actually authenticated and delivered.

Bonds may be issued originally either as coupon bonds or registered bonds.

The Corporate Trustee shall not authenticate or deliver any coupon bond unless all coupons thereon then matured shall have been detached and canceled.

In every registered bond without coupons, either issued originally as such, or delivered as hereinafter provided in exchange for a coupon bond or coupon bonds or in subdivision of a registered bond of larger denomination, the date specified in the bond, from which the same shall bear interest, shall be the semi-annual interest date next preceding the date of authentication unless such date of authentication be the first day of February, or the first day of August, in which case the bond shall bear interest from such date of authentication.

The bonds to be secured by this indenture shall be issued in series as from time to time shall be authorized by the Board of Directors of the Railroad Company.

The bonds of each such series shall be distinctively designated by a serial letter or otherwise, and shall bear date either the first day of February, or the first day of August, as the case may be, next preceding the date on which such series shall have been authorized.

In authorizing the issue of any series, the Board of Directors of the Railroad Company shall determine (1) the date of maturity of such series,

which date shall be not later than February 1, 2121, (2) the rate of interest (which shall be the same for all bonds of the same series and shall be payable semi-annually on the first day of February and the first day of August in each year) to be borne by the bonds of such series, (3) whether or not the bonds of such series at the election of the Railroad Company shall be redeemable, in whole or in part, before maturity, and if redeemable, the time within which, and the terms and conditions upon which, such series, or any part thereof, may be redeemed, (4) whether (and if so to what extent) or not the bonds and interest thereon of such series shall be payable without deduction for any tax or taxes which the Railroad Company may be required to pay thereon, or to retain therefrom, under any law of the United States of America, or of any state, or of any county or municipality therein, (5) whether or not the bonds of such series shall be convertible into shares of the capital stock of the Railroad Company, and if convertible, the extent to, the terms and conditions upon, and the character of the stock into, which the same are convertible, and (6) whether or not the Railroad Company will provide a sinking fund for the redemption or payment of said series of bonds, or any part thereof; all and singular of which time, terms and conditions shall be appropriately expressed in such bonds.

In authorizing the issue of any series, the Board of Directors of the Railroad Company may determine that such bonds shall contain such other or different provisions as are authorized in this indenture.

Except as in this indenture otherwise expressly authorized, and except as to appropriate variations in the form of coupon bonds and the form of registered bonds without coupons as in this indenture provided, all bonds of the same series shall be identical in tenor.

Coupon bonds having a maturity of over fifty (50) years may have attached thereto at the time of original issue interest coupons for the first fifty (50) years only, and the Railroad Company agrees that it will cause to be attached thereto thereafter, upon application of the bondholder, interest coupons as required for each successive period of fifty (50) years, or in case of any period to maturity of less than fifty (50) years, for such lesser period.

The coupon bonds shall be issued in the denomination of $1,000, and may also at the election of the Railroad Company, to be expressed by action of its Board of Directors, be issued in the denomination of $500 or $100. The registered bonds without coupons shall be issued in the denomination of $1,000, and may also, at the election of the Railroad Company, expressed as above provided, be issued in other denominations. Coupon bonds of one denomination may, at the election of the Railroad Company, be made interchangeable for a like principal amount of coupon bonds of other denominations, of the same series, authorized by this indenture.

§ 2. The Railroad Company shall keep at an office or agency to be maintained by it in the Borough of Manhattan, City of New York, or at some bank or trust company in said Borough, a sufficient registry of bonds issued hereunder, which at all reasonable times shall be open for inspection by the Corporate Trustee; and the Railroad Company, under such reason-

able regulations as it may prescribe, will register therein all bonds without coupons and, upon presentation for such purpose, coupon bonds. The holder of any coupon bond secured hereby may have the ownership thereof as to principal only registered on such register at the said office or agency and such registration noted on the bond by the Railroad Company. After such registration no transfer shall be valid unless made on such register by the registered owner in person or by his duly authorized attorney, and similarly noted on the bond by the Railroad Company. Upon presentation to the Railroad Company, at such office or agency, of any such coupon bond registered as to principal, accompanied by delivery of a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, such bond shall be transferred upon such bond register. The registered holder of any such coupon bond registered as to principal, shall also have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond when due shall be payable to the person presenting the bond; but any such bond registered as payable to bearer may be registered again in the name of the holder with the same effect as a first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired. Each registration and transfer of a coupon bond shall be noted thereon by the bond registrar of the Railroad Company. Registration of any of the coupon bonds as to principal, however, shall not affect the negotiability of the coupons belonging to such bond, but every such coupon shall continue to pass by delivery merely and shall remain payable to the bearer.

A registered bond without coupons of a denomination larger than $1,000, if such denomination is issued hereunder, may be subdivided into a like principal amount of registered bonds without coupons of the denomination of $1,000, or of any other denominations higher than $1,000 if authorized hereunder, into which the same is divisible, of the same series, and likewise registered bonds without coupons of the denomination of $1,000, or higher denominations, if authorized, may be consolidated into a registered bond without coupons of any authorized higher denomination, of the same series and like principal amount.

§ 3. Whenever any coupon bond secured by this indenture, together with all unmatured coupons thereto appertaining, shall be surrendered for exchange for a registered bond, the Railroad Company shall issue, and the said Corporate Trustee shall authenticate and deliver, in exchange for such coupon bond, a like amount of the principal thereof in said registered bonds without coupons of the same series, bearing the same rate of interest, which shall have endorsed thereon the serial letter or letters borne by the coupon bond or bonds so surrendered for exchange. Whenever any registered bond without coupons hereby secured, together with a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, shall be surrendered for exchange for a coupon bond or bonds, the Railroad Company shall issue and the said Corporate Trustee shall authenticate and deliver in exchange for such registered bond a like amount of the principal thereof in said coupon

bonds of the same series, bearing the same rate of interest, each respectively bearing one of the serial letters endorsed upon the registered bond so surrendered, and with coupons for interest thereto attached, maturing on and after the next ensuing interest due date on such surrendered registered bond. Whenever any such registered bond shall be surrendered for transfer, together with a written instrument of transfer in a form approved by the Railroad Company, executed by the registered holder, the Railroad Company shall issue, and the said Corporate Trustee shall authenticate and deliver to the transferee a like amount of the principal thereof in new registered bonds, without coupons, of the same series, bearing the same rate of interest, which shall have endorsed thereon the same serial letter or letters of coupon bonds which were endorsed upon the registered bond so surrendered. In every case of any such exchange or transfer the said Corporate Trustee forthwith shall cancel the surrendered bond, and, if a coupon bond, the coupons appertaining thereto, and shall deliver the same to the Railroad Company.

All such transfers or exchanges, unless otherwise covenanted in the bond, shall be made only at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York.

Whenever any bond shall be issued as a registered bond there shall be reserved by the Railroad Company unissued an aggregate amount of coupon bonds equal to the amount of the registered bond so issued, and an appropriate statement with respect to such reservation and the serial letter or letters of the coupon bonds so reserved unissued shall by the Railroad Company be endorsed on the registered bond issued in lieu thereof or in exchange therefor.

Any bond issued hereunder whether in registered or in coupon form may, notwithstanding the provisions of this section or in addition to the requirements thereof, bear such numbers, letters or other marks of identification or designation, and may be endorsed with such legends or recitals in respect of the bond or bonds for which it is exchangeable, as may be determined by the Board of Directors of the Railroad Company and approved by the Corporate Trustee, and as may be required to comply with the rules and regulations of any stock exchange or to conform with usage in respect thereof; and like provision may be made in connection with the issue of coupon bonds of the denomination of $100 or of $500 or of registered bonds without coupons, for the reservation of appropriate numbers or other designating marks of the coupon bonds exchangeable in place thereof as required by such stock exchange rules and regulations or usage.

For any exchange of a coupon bond for a registered bond, or of a registered bond for a coupon bond, and for any transfer of a registered bond, or for any exchange of coupon bonds for coupon bonds of another denomination, or for any subdivision or consolidation of registered bonds without coupons, the Railroad Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge or other expense connected therewith, and also the further sum of not exceeding two dollars for each new bond issued upon such transfer or exchange.

In case the Railroad Company shall determine to issue coupon bonds of the denominations of $500 or $100, the holders thereof shall have no right to exchange the same for registered bonds without coupons unless such right is stated in the bonds, and appropriate omissions may be made in the form of bond hereinabove recited to that end.

§ 4. In case any bond issued under this indenture shall become mutilated or be destroyed or lost, the Railroad Company in its discretion may execute, and thereupon the Corporate Trustee shall authenticate and deliver, a new bond of like tenor and date, bearing in the case of a coupon bond the same serial letter and the same coupons as the one mutilated, destroyed or lost, and in the case of a registered bond without coupons, having endorsed thereon the same serial letter or letters of coupon bonds as were endorsed upon the bond so mutilated, destroyed or lost, in exchange and substitution for and upon cancellation of the mutilated bond and its coupons or the mutilated registered bond without coupons, or in lieu of or substitution for the bond and its coupons, or the registered bond without coupons, so lost or destroyed. The applicant for such substitute bond shall furnish to the Railroad Company and to the Corporate Trustee evidence to their satisfaction, respectively, of the destruction or loss of such bond, and said applicant shall also furnish such indemnity to both the Railroad Company and the Corporate Trustee, respectively, as in their discretion they may require. The Railroad Company may require the payment of a sum not exceeding two dollars for each new bond issued under this section, and the payment of any stamp tax or other governmental charge or other expense connected therewith.

§ 5. The Railroad Company and the Trustees may deem and may treat the bearer of any coupon bond hereby secured which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any bond whether or not such bond shall be registered, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and neither the Railroad Company nor either of the Trustees shall be affected by any notice to the contrary.

The Railroad Company and the Trustees may deem and treat the person in whose name any registered bond without coupons issued hereunder, shall be registered upon the books of the Railroad Company as hereinbefore provided, as the absolute owner of such bond for the purpose of receiving payment of, or on account of, the principal and interest of such bond and for all other purposes; and may deem and treat the person in whose name any coupon bond shall be so registered as the absolute owner thereof, for the purpose of receiving payment of, or on account of, the principal thereof, and for all other purposes, except to receive payment of interest represented by outstanding coupons.

§ 6. Without unreasonable delay, the Railroad Company will cause engraved bonds to be prepared and executed. Until the engraved bonds shall be prepared, the Railroad Company may execute, and, upon the request of the Railroad Company, the Corporate Trustee shall authenticate and deliver, in lieu of such engraved bonds and subject to the same provisions,

limitations and conditions, temporary printed bonds of any denomination, substantially of the tenor of the bonds hereinbefore recited, with or without coupons, and with appropriate omissions, insertions and variations as may be required. Pending the preparation of the engraved bonds, such temporary bonds shall be exchangeable for other temporary bonds of like aggregate principal amount, whether of the same or different denominations, in accordance with the provisions of this article. Such temporary bonds shall be exchangeable, without expense to the holder, for the engraved bonds in lieu of which they are issued, and upon preparation of such engraved bonds, the Railroad Company shall prepare and execute, and, upon cancelation of such surrendered bonds, the Corporate Trustee shall authenticate and shall deliver, in exchange therefor, engraved bonds for the same aggregate principal amount as the temporary bonds surrendered and otherwise in accordance with said temporary bonds. Until so exchanged, the temporary bonds in all respects shall be entitled to the same lien and security of this indenture as the engraved bonds issued and authenticated hereunder. Interest on such of said temporary bonds as may be registered shall be paid to the registered holder thereof, and on such of said temporary bonds as may not be registered shall be paid to the bearer thereof and such payment noted thereon if such temporary bonds shall have been issued without coupons, or, if such temporary bonds shall have been issued with coupons, shall be paid on presentation and surrender of such coupons as they mature. On request of the Railroad Company, such bonds may be authenticated and delivered hereunder in advance of the recording of this indenture, or of the delivery to the Corporate Trustee of any of the stocks pledged under this indenture.

§ 7. Whenever requesting the authentication of any bonds hereunder, the Railroad Company shall cause to be delivered to the Corporate Trustee a certified copy of a resolution, duly adopted by the Board of Directors of the Railroad Company, calling for the authentication and delivery of a specified amount of such bonds and specifying the character of registration (if any), the denominations, terms and dates of maturity and of optional redemption (if redeemable), the rate of interest, convertibility into capital stock (if convertible), exemption from taxes (if exempt), and other particular provisions of the bonds the authentication of which is requested, and the bonds authenticated shall conform to such specifications; and in every case the Railroad Company shall deliver to the Corporate Trustee a writing setting forth a copy of such resolution, having appended thereto a certificate signed by the Secretary or an Assistant Secretary of the Railroad Company under its corporate seal, setting forth that such resolution was duly adopted by said Board of Directors.

Every order of the Railroad Company required to be delivered to either of the Trustees preliminary to any action authorized to be taken by such Trustee upon such order, shall be in writing and shall be signed by the President or any Vice President or the Treasurer of the Railroad Company.

Except in exchange for like principal amounts at the time outstanding under this indenture, the Corporate Trustee shall not in any case authenticate any bonds hereunder unless there shall have been filed with it (1) an

opinion of counsel (who may be of counsel for the Railroad Company) to the effect that, except as therein shall be specified, no authorization of the issue of such bonds at the time is required by law to be given by any public service commission, railroad commission or other governmental body, and (2) a copy, authenticated in such manner as may be satisfactory to the Corporate Trustee, of any order or certificate specified in such opinion, authorizing such issue of bonds and made or given by any governmental authority so specified.

The Railroad Company whenever requesting the authentication of any bonds under Section 6 of Article Three hereof, and whenever taking any action requiring the reservation of any bonds under said article, besides complying with the other requirements of this indenture, shall cause to be delivered to the Corporate Trustee a certificate signed by the President or a Vice President and by the Comptroller or some other officer having general supervision of accounts of the Railroad Company, setting forth: (a) the aggregate amount of bonds issued hereunder at the time outstanding; (b) the amount of prior debt of the Railroad Company as defined in Article One hereof then outstanding; (c) the amount of bonds then reserved under this indenture to retire such prior debt, and (d) the aggregate par amount of the fully paid capital stock of the Railroad Company then outstanding.

Article Three.

Issue of Bonds.

First and Refunding bonds shall be executed by the Railroad Company, and authenticated and delivered by the Corporate Trustee as in this indenture provided, to the amount and for one or more of the purposes specified in this article.

Section 1. Bonds issuable hereunder in the principal amount of $178,414,000, shall be and are hereby reserved for issue, from time to time, for the purpose of exchanging, redeeming, purchasing, retiring, refunding or paying, before, at, or after maturity, or reimbursing the Railroad Company for the payment of, prior debt of the Railroad Company, evidenced by the following bonds, all of which are the direct obligation of the Railroad Company, whether the said bonds be outstanding in the hands of the public, or held by the Railroad Company, viz.:

(1) Bonds in the principal amount of $75,120,000, issued and outstanding or certified by the trustee and in the treasury of the Railroad Company under the provisions of the General Mortgage of the Railroad Company, dated March 2, 1908, maturing March 1, 1958, to Central Trust Company of New York (now Central Union Trust Company of New York), and Oliver M. Spencer, Trustees, securing a total authorized issue of $300,000,000 of bonds hereinbefore more specifically described in the granting clauses hereof.

(2) Bonds in the principal amount of $85,000,000 issued and outstanding, or certified by the trustee and in the treasury of the Railroad Company, under the provisions of the Illinois Division Mortgage of the Railroad Company, dated July 1, 1899, maturing July 1, 1949, redeemable after July 1, 1929, to The New England Trust Company, Trustee, securing a total

authorized issue of $85,000,000 bonds, all of which are issued or certified as hereinbefore more specifically described in the granting clauses hereof.

(3) Bonds in the principal amount of $18,294,000 issued and outstanding or in the treasury of the Railroad Company, under the provisions of the Nebraska Extension Mortgage of the Railroad Company to The New England Trust Company, Trustee, dated May 2, 1887, maturing May 1, 1927, and securing a total authorized issue of $29,441,000 bonds, hereinbefore more specifically described in the granting clauses hereof.

It is expressly covenanted in Section 5 of Article Five hereof that (except as provided in Section 4 of this Article Three) bonds shall not be issued under any of the said several mortgages or deeds of trust mentioned above in this section, which shall have the effect to increase the amount of the principal of the bonds at any time outstanding under any of such mortgages or deeds of trust; *provided, however,* any such bonds now certified by the trustees under the mortgage or deed of trust in respect to such bonds, which remain unsold in the treasury of the Railroad Company shall be included in the said principal amount of bonds above specified, and shall be considered as outstanding for the purposes of this section.

§ 2. First and Refunding bonds from time to time shall be reserved hereunder for issue, from time to time, as provided in this article, for the purpose of refunding, purchasing, paying or retiring, before, at or after maturity, or reimbursing the Railroad Company for the payment of, the bonds secured by mortgage prior to the lien of this indenture upon railroads or real property hereafter conveyed by the Railroad Company to the Trustees by indenture or indentures supplemental hereto, executed as provided in Article Eleven hereof. The amount of bonds so to be reserved shall be a principal amount equal to the principal amount remaining unpaid of the prior debt enumerated in such supplemental indenture or indentures. Mortgages which are such liens upon any property which may hereafter be acquired by the Railroad Company and be conveyed to the Trustees by indenture or indentures supplemental hereto, as aforesaid, shall be specified and described in such supplemental indenture or indentures, and the principal amount of the bonds secured thereby shall be stated therein and thereafter shall be regarded as forming a part of the prior debt of the Railroad Company whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto. Prior debt of the Railroad Company shall also include the indebtedness secured by lien prior to the lien hereof against which bonds are required to be reserved by the Corporate Trustee under paragraph (2) of Section 6 of this article.

§ 3. First and Refunding bonds may, subject to the provisions of Article One, at the election of the Railroad Company, to be expressed by resolution of its Board of Directors, a duly certified copy of which shall be delivered to the Corporate Trustee, be from time to time reserved hereunder for issue, from time to time, as provided in this article, for the purpose of refunding, purchasing, paying or retiring, before, at or after maturity, or reimbursing the Railroad Company for the payment of, a like principal amount of the bonded indebtedness of any company, including debenture bonds, and evidenced by an issue of bonds, which hereafter shall be con-

solidated with or merged into, or whose railroad property hereafter shall be acquired by the Railroad Company, although such bonded indebtedness may not be secured by mortgage: *provided, however*, that the railroad property acquired through consolidation, merger or purchase shall be conveyed by the Railroad Company to the Trustees by, and that such bonded indebtedness shall be specified and the amount thereof stated in, an indenture or indentures supplemental to this indenture, executed as provided in Article Eleven hereof.

The bonded indebtedness against which the Railroad Company shall so elect to reserve First and Refunding bonds, and which shall be so specified and the amount thereof stated in any supplemental indenture, shall be regarded as forming a part of the prior debt of the Railroad Company, whenever prior debt is mentioned in this indenture or in any indenture supplemental hereto.

§ 4. Whenever the Railroad Company shall tender or shall cause to be tendered to the Corporate Trustee any of the obligations, canceled or uncanceled, constituting part of the prior debt, to retire which bonds are then reserved under this article, either in bearer form or accompanied by proper instruments of assignment and transfer, with all unmatured coupons thereunto belonging, whether before, at or after maturity thereof, the Corporate Trustee, in exchange therefor, shall authenticate and deliver to the Railroad Company, or upon its order, First and Refunding bonds in an aggregate principal sum equal to the face amount of the obligations so tendered to the Corporate Trustee. All such obligations delivered to the Corporate Trustee shall be held by it without impairment of the lien of such obligations and as additional security under this indenture. Bonds so held by the Corporate Trustee shall be stamped, "Not negotiable, held in trust for the purposes declared in the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921."

If any issue of bonds constituting a part of the prior debt which are surrendered to the Corporate Trustee as herein provided, has been secured by the pledge or hypothecation of underlying bonds issued under a mortgage or deed of trust upon any railroad, or part thereof, conveyed by this indenture, the Railroad Company, when and as it rightfully may, shall withdraw such underlying bonds from the pledge thereof, and shall deposit them with the Corporate Trustee, whether canceled or uncanceled, to be held by such Trustee for the further security of the bonds secured by this indenture, until such time as the lien or liens of the mortgages or deeds of trust securing the same shall have been fully discharged or satisfied, or adequate provision made therefor, whereupon, *provided*, there shall not be outstanding any bonds of any other issue constituting part of the prior debt secured by mortgage, the lien of which is junior to the lien of the mortgage securing such deposited bonds, and prior to the lien of this indenture upon any part of the property and premises covered by the mortgage securing such deposited bonds, such underlying bonds shall be canceled by the Corporate Trustee, if not already canceled, and delivered to the Railroad Company, upon delivery to the Corporate Trustee of a certified

copy of a resolution of the Board of Directors of the Railroad Company requesting such action.

At any time or times at or after the maturity, or within twelve months before such maturity, of any obligations constituting part of the prior debt, to retire which bonds are then reserved under this article, the Railroad Company may sell First and Refunding bonds reserved for such purpose, in order to provide the means to purchase or pay such of the obligations constituting part of the prior debt as shall not theretofore have been delivered to the Corporate Trustee under this indenture, and which have matured or are to mature within twelve months; and the Corporate Trustee shall authenticate and shall deliver to the Railroad Company, or upon its order, First and Refunding bonds in an aggregate principal sum equal to the face amount of such obligations constituting part of the prior debt as have matured, or are to mature within twelve months; *provided*, that cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the First and Refunding bonds so authenticated and delivered shall simultaneously be deposited with the Corporate Trustee in exchange therefor. Out of the money so received by the Corporate Trustee, it shall, on demand of the Railroad Company, and upon delivery to the Corporate Trustee of the obligations, canceled or uncanceled, either in bearer form or accompanied by proper instrument of assignment and transfer, so purchased by the Railroad Company, pay to the Railroad Company, or upon its order, a sum equal to the face amount of such obligations so purchased.

Whenever all bonds of a particular issue constituting part of the prior debt, shall have been deposited with the Corporate Trustee or provision shall have been made satisfactory to the Corporate Trustee for the payment or retirement of any bonds not so deposited, and if there shall not be outstanding any bonds of any other issue constituting part of the prior debt secured by mortgage the lien of which is junior to the lien of the mortgage securing such deposited bonds and prior to the lien of this indenture upon any part of the property and premises covered by the mortgage securing such deposited bonds, then, upon delivery to the Corporate Trustee of a certified copy of a resolution of the Board of Directors of the Railroad Company requesting such action, all the deposited bonds of such issue constituting part of the prior debt shall be canceled by the Corporate Trustee and surrendered to the Railroad Company, and the Railroad Company shall procure the mortgage or other instrument securing the same to be canceled, released and discharged of record, and all bonds and other obligations or securities mortgaged or pledged thereunder shall thereupon be delivered to the Corporate Trustee as further security hereunder, subject as to underlying bonds to the prior provisions of this section.

In case any of the prior debt, to acquire, retire or refund which, First and Refunding bonds are or shall be reserved pursuant to this article, shall be paid or retired without the issue of the bonds so reserved for that purpose, the amount of the bonds then reserved shall be reduced by an amount equal to the principal of such prior debt so paid or retired; *provided*, that

in the case of the purchase or the retirement of any obligations constituting part of the prior debt, from the general funds of the Railroad Company, the Railroad Company may afterwards, within a period of five (5) years reimburse itself by the exchange of such obligations for First and Refunding bonds pursuant to this article; *provided, further*, if at the respective maturities of any of the following specified issues of prior debt bonds, viz.: Illinois Division Mortgage bonds and Nebraska Extension Mortgage bonds, it shall be obligatory upon the Railroad Company, in observance of its covenants in the premises contained in its aforesaid General Mortgage, to deliver to the trustee under said mortgage any of such matured prior debt bonds which shall have been acquired and shall be held by the Corporate Trustee under the provisions of this indenture, then upon the written order of the Railroad Company the Corporate Trustee shall deliver all of such matured prior debt bonds then held by it to the trustee under said General Mortgage; *provided, however,* that in exchange therefor, the Corporate Trustee shall receive, to be held by it under this indenture as part of the trust estate, General Mortgage bonds for a principal amount equal to the principal amount of the prior debt bonds delivered to the said General Mortgage trustee. In case the Railroad Company should determine so to proceed, it may cause such General Mortgage bonds to be issued in the first instance to refund maturing prior debt bonds of any of the two issues above specified, *provided*, that such General Mortgage bonds so issued forthwith shall be pledged under this indenture; and in any such case, upon such pledge of such General Mortgage bonds, the Corporate Trustee under this indenture shall authenticate and deliver to the Railroad Company bonds reserved under this Article Three for a principal amount not exceeding either the principal amount of such General Mortgage bonds so pledged under this indenture or the principal amount of prior debt bonds refunded thereby.

A certificate signed by the President or any Vice President, and the Secretary or Assistant Secretary of the Railroad Company, as to any facts pertinent to the right under Sections 1, 2, 3 and 4 of this article to authenticate and deliver First and Refunding bonds, may be received by the Corporate Trustee as conclusive evidence of such facts and shall constitute full authority for the action of the Corporate Trustee in accordance therewith.

§ 5. The First and Refunding bonds hereunder in the principal amount of $73,000,000, shall after the execution and delivery hereof and without other condition precedent than the demand or demands of the Railroad Company, expressed through duly certified copies of resolutions of the Board of Directors of the Railroad Company, and duly certified copies of orders of the Interstate Commerce Commission authorizing the issuance of said bonds or the portion thereof from time to time demanded by the Railroad Company, to be delivered to the Corporate Trustee, be authenticated and delivered by the Corporate Trustee to the Railroad Company for the purpose of reimbursing the Railroad Company for moneys expended during the five (5) year period ended February 1, 1921, in constructing, purchasing, enlarging and improving and making additions

and betterments to the lines of railroad and properties hereinbefore conveyed to the Trustees, purchasing equipment, acquiring the shares of capital stock or bonds of railroad, bridge, depot, terminal and other companies, or retiring or discharging the bonded indebtedness of the Railroad Company, none of which expenditures have been made or reimbursed out of any moneys received by the Railroad Company from bonds issued under any prior mortgage of the Railroad Company or from the issue and sale of its capital stock, and all of which expenditures were when made and are now properly chargeable to capital account under the rules and regulations of the Interstate Commerce Commission. The bonds so delivered to the Railroad Company, or their proceeds, shall be held and may be used by it for its general corporate purposes, freed and discharged from any and all restrictions other than such as may be expressed in any order or orders of the Interstate Commerce Commission.

§ 6. From time to time, First and Refunding bonds may be executed by the Railroad Company, and authenticated and delivered, or deposited cash (as the term "deposited cash," is hereinafter in this section defined) may be paid out, by the Corporate Trustee, to pay for or in reimbursement of expenditures made after February 1, 1921, for some one or more of the following purposes:

I. The construction, completion or acquisition by the Railroad Company of (1) any line or lines of railroad, or any part thereof, or any interest or right therein, now or at any time hereafter subject to the lien of this indenture, or (2) any extensions or branches, or any part thereof, or any interest or right therein, of any line of railroad, extension or branch, now or at any time hereafter subject to the lien of this indenture.

II. (a) The construction, completion or acquisition by the Railroad Company of additional main or other tracks, terminal properties, telegraph or telephone lines, elevators, warehouses, depots, shops, machinery, tools, docks, wharves, piers, landings; coal, oil, lumber or other lands, or interests therein, required to furnish supplies for the operation of the railroads of the Railroad Company; waterpower sites, generating stations, transmission lines, and other structures, appliances and property necessary or useful for the operation of its railroads by electric or other power; and all other additions, betterments and improvements (except rolling stock, floating, and other equipment for which provision is hereinafter made) upon, along or pertaining to, or for use in connection with, or in extension of, any line of railroad or other property of the Railroad Company then subject to this indenture; (b) the construction or acquisition of any of the said additions and betterments or other property mentioned in paragraph (a) hereof, upon or in connection with any line of railroad, extension, or branch thereof or other property, owned by any company, not less than 90 per centum of the capital stock (including not less than 90 per centum of the number of outstanding shares having voting rights) of which is, at the time of such construction or acquisition, subject to the lien of this indenture; and any line of railroad, extension, or branch thereof, or other property, now or at any time hereafter leased to the Railroad Company, and the leasehold interest of the Railroad Company wherein is subject to the lien of this in-

denture; but no bonds shall be issued under this subparagraph (b) in respect of additions to or betterments on leased lines, unless at or prior to the authentication and delivery of such bonds the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to create a sinking fund, payable in annual installments, sufficient to provide for the retirement, within the period of the lease of such line to the Railroad Company, of all First and Refunding bonds issued in respect of additions to and betterments on such leased line, or unless the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to pay to the Corporate Trustee, at or before the date of termination of such lease to the Railroad Company, an amount in cash sufficient to cover the aggregate cost of the additions to or betterments on such leased line made by the use of First and Refunding bonds, and in such event the Railroad Company shall upon the renewal of such lease (provided such an amount of cash shall so have been paid to the Corporate Trustee), be entitled to the authentication and delivery of First and Refunding bonds to an aggregate face amount equal to the aggregate cost of such additions to or betterments on such leased line; *provided*, that at or prior to the authentication and delivery of such First and Refunding bonds upon such renewal the Railroad Company shall, by appropriate supplemental indenture delivered to the Trustees, agree to create a sinking fund, payable in annual installments, sufficient to provide for the retirement, within the period of such lease as so renewed, of all First and Refunding bonds issued upon such renewal in respect of the cost of such additions and betterments. If the Railroad Company shall acquire the fee in and to any such leased line of railroad, extension, or branch thereof, or other property, in respect of which a sinking fund has been created or payment of cash has been made or agreed to be made by the Railroad Company by such supplemental indenture to cover the cost of additions and betterments thereto, and such leased lines or property shall become subject to the lien of this indenture, thereupon all further obligation of the Railroad Company under such supplemental indenture shall cease, and the Railroad Company shall be entitled (a) to withdraw from any deposited cash in the hands of the Corporate Trustee an amount equal to the sinking fund payments so made, or (b) to have authenticated and delivered to it a principal amount of bonds hereunder equal to said sinking fund payments so made.

III. The construction or acquisition by the Railroad Company of rolling stock, cars, steam or electric engines, motors, motive power, vessels, ferries, tugs, lighters, or other equipment for use upon or in connection with any of the lines of railroad referred to in the preceding paragraphs I and II, *provided*, that no bonds shall be authenticated and delivered or deposited cash paid in respect of rolling stock or equipment which is subject to any equipment trust or other lien securing the purchase price thereof, either pending or after the payment of such purchase price.

IV. The payment or refunding of any indebtedness secured by lien prior to this indenture on any lines of railroad or other real property that shall at any time become subject to this indenture and for which bonds shall have been reserved under this section as hereinafter required.

V. The payment or refunding of any indebtedness contracted for any of the purposes for which bonds are authorized to be issued under this Section 6.

VI. The purchase or acquisition by the Railroad Company of bonds or other evidences of indebtedness of railroad companies whose lines connect at one or more points with the lines of the Railroad Company, bridge, terminal, union depot, land, improvement, coal, oil, electric or other companies furnishing or necessary to furnish, facilities or supplies to the Railroad Company, or the shares of capital stock of any such corporation, *provided*, that (1) such acquisition of shares shall be permitted by law, (2) all the shares so acquired shall be pledged under this indenture as a first lien, and (3) a majority of the stock of any such corporation (except that the amount may be less than a majority of the stock of a bridge, union terminal or depot company but in such case shall include the entire number of shares owned by the Railroad Company) shall have been previously or shall thereby be acquired and owned by the Railroad Company and shall have been or shall be pledged subject to the lien of this indenture or to the lien of any prior mortgage enumerated in this indenture.

In case the authentication and delivery of bonds under this section are called for to reimburse the Railroad Company for expenditures previously made for purposes specified in this section, such bonds shall be authenticated and delivered to the Railroad Company or upon its written order, upon delivery to the Corporate Trustee of a certified copy of the resolution of the Board of Directors of the Railroad Company, as provided in Section 7 of Article Two hereof, and certificates, opinions and copies of orders, as in said Section 7 and hereinafter in this section provided.

Unless the authentication and delivery of bonds under this section are called for to reimburse the Railroad Company for expenditures as aforesaid, the Railroad Company shall, in addition to complying with the requirements of Section 7 of Article Two hereof, deposit with the Corporate Trustee a sum in cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds to be so authenticated and delivered, and thereupon the Corporate Trustee shall authenticate and deliver to or upon the order of the Railroad Company, an amount of bonds secured by this indenture equal at the par or face value thereof to the amount of cash deposited. The term "deposited cash" as used in this indenture shall be deemed to signify the cash so deposited with the Corporate Trustee, together with any moneys which pursuant to any other provision of this indenture are subject to the provisions of this section and any other cash received by the Corporate Trustee for the disposition of which no other provision is made under this indenture. The deposited cash shall be held by the Corporate Trustee as a part of the trust estate until paid to or upon the written order of the Railroad Company calling for the payment of a specified amount, accompanied by certificates and opinions as hereinafter specified.

The certificate or certificates to be delivered by the Railroad Company to the Corporate Trustee preliminary to the authentication and delivery of

bonds for reimbursement of the Railroad Company as aforesaid, or to the payment of deposited cash as aforesaid, in respect of any of the purposes specified in the foregoing paragraphs I, II, III, IV, V or VI shall be as follows:

(1) A certificate of the President or any Vice President, and the Secretary or Comptroller or Chief Engineer of the Railroad Company stating —(a) that expenditures have been made by the Railroad Company subsequent to February 1, 1921, or as an alternative, in case the payment of deposited cash is requested, that money liabilities to an amount specified are payable or forthwith to become payable, for one or more of the purposes specified in this section, and describing briefly each particular purpose and specifying the amount of money actually expended, and the specific liability actually incurred for each of said stated purposes; (b) that the expenditures so made or the liability actually incurred for the purposes indicated in the certificate were not in excess of either the reasonable cost or the fair value of the work done or the property constructed or of the acquisition of the bonds, evidences of indebtedness or shares of capital stock or other property acquired; (c) that no part of such expenditures or liabilities was included in any previous certificate furnished hereunder, and that no bonds have been issued or called for under this indenture or any prior mortgage on account of such expenditures and that no part of such expenditures was made or reimbursed out of any bonds (except bonds issued under Section 5 of this Article Three) or moneys received by the Railroad Company from the Corporate Trustee under any of the provisions of this indenture or from the trustee of any prior mortgage; and (d) that such expenditures are properly chargeable to capital account for the cost of road, property investment, or equipment, under the rules and regulations, then in force, of the Interstate Commerce Commission or other governmental body having jurisdiction of the subject matter.

(2) In case of the acquisition of or contract for the acquisition of additional lines of railroad, branches, extensions or other real property, such certificate shall state whether such property is or upon its acquisition will be subject to any lien prior to this indenture other than the prior debt specified in Section 1 of this article, or in an indenture supplemental hereto, executed as provided in Article Eleven hereof, for which bonds are then reserved hereunder and other than ordinary charges incident to construction or operation, and, if any such exists, such certificate shall specify the amount and maturity thereof and that such acquisition will not result in a violation of Section 1 of Article One, and the Corporate Trustee shall set aside and reserve bonds issuable under this Section 6 to the amount of such lien until such lien shall be refunded hereunder or paid and released.

(3) In case any of the purposes specified as aforesaid be the payment or refunding of any indebtedness to pay or to refund which bonds are issuable under this Section 6 of Article Three, such certificate or certificates shall state the amount of the indebtedness to be paid or refunded, the date when, and generally the purposes for which, the such indebtedness was contracted, and that the same constitutes indebtedness of the character described in paragraphs IV and V of this Section 6 of Article Three and

that such indebtedness was not in excess of the cost or fair value of the property constructed or acquired or work done for which such indebtedness was contracted.

(4) In case any of the purposes specified as aforesaid be the acquisition of the shares of the capital stock of any company or companies or unsecured bonds or obligations of any company or companies, or to pay or refund any indebtedness contracted for any such purpose, such certificate or certificates shall state that the issue of bonds will not result in a violation of Section 3 of Article One.

(5) Any such certificate under this section may state any other facts pertaining to the right to authenticate and deliver bonds hereunder, and the different officers of the Railroad Company may respectively certify to separate facts.

Whenever the Railroad Company shall acquire and shall subject to the lien hereof any property subject to any prior lien specified in such certificate as aforesaid, and thereafter any such prior lien shall be paid or be satisfied, or shall be acquired and be subjected to the lien hereof, then the expenditure made by the Railroad Company for the payment, satisfaction or acquisition of such prior lien (not exceeding the principal amount of such prior lien) shall be deemed additional expenditures for the acquisition of such property, and bonds issuable under this section shall be authenticated and delivered to the Railroad Company, or deposited cash paid out, on account of such expenditures, under the authority of the foregoing paragraphs IV and V of this section, and upon delivery by the Railroad Company to the Corporate Trustee of a certificate containing the statements required in the foregoing certificate described in paragraph (3) above so far as applicable and upon compliance by the Railroad Company with the other requirements of this section. The prior lien so acquired and subjected to the lien hereof shall be held by the Corporate Trustee on the same terms as prior debt refunded under Section 4 of this article.

Upon receipt of such certificate and a certified copy of the resolutions and other instruments as hereinbefore provided and upon compliance with the further requirements of this section, the Corporate Trustee shall authenticate and deliver to the Railroad Company, or on its written order, an amount of its First and Refunding bonds, of the description called for in such resolutions, in the principal amount or pay to the Railroad Company, or on its written order, deposited cash to an amount, equal to the expenditures made or liabilities incurred by the Railroad Company as set forth in such certificate; *provided,* (1) that the payment to the Railroad Company of deposited cash received by the Corporate Trustee upon the authentication and delivery of bonds, or the authentication and delivery to the Railroad Company of bonds, for and on account of the construction or acquisition of properties described in paragraph III of this Section 6 of this Article Three, shall be limited to an amount of such deposited cash or to a principal amount of such bonds, as the case may be, not exceeding eighty per centum (80%) of the expenditures or liabilities, as the case may be, certified to the Corporate Trustee, as aforesaid, as having been made or incurred under said paragraph III of this Section 6 of Article Three;

provided, (2) that whenever at any time the aggregate amount of bonds then outstanding and secured, after subtracting from the total amount of bonds outstanding the amount of bonds theretofore issued to refund prior debt specified in Section 1 of Article Three hereof, shall be twice the par value of the then outstanding and fully paid capital stock of the Railroad Company, then the payment to the Railroad Company of deposited cash received by the Corporate Trustee upon the authentication and delivery of bonds in excess of such amount of twice the outstanding and fully paid capital stock, and the authentication and delivery to the Railroad Company of any bonds in excess of the said amount of twice the outstanding and fully paid capital stock for any of the purposes for which bonds might be issued under the provisions of this Section 6 of Article Three (other than the purposes expressed in paragraph I and other than in payment for stocks, bonds or other securities of connecting railroad companies, issued on account of the construction or acquisition of railroad mileage, the cost of which is not less than the cost of such stocks, bonds and other securities, and other than stocks, bonds and other securities of any depot, bridge, terminal or transfer company, or other company having the right to furnish station, terminal or transfer facilities in connection with the operation of the railroads subject to this indenture), shall be limited to an amount of such deposited cash or to a principal amount of such bonds as the case may be, not exceeding eighty per centum (80%) of the expenditures or liabilities, as the case may be, certified to the Corporate Trustee, as aforesaid, as having been made or incurred; *provided*, (3) that the aggregate amount of bonds at any one time issued and outstanding under this indenture for and on account of the construction and acquisition of properties of the character described in paragraph II, except so far as such paragraph authorizes the construction, completion or acquisition of additional main or other tracks or terminal properties; or, under paragraph VI of Section 6, except in so far as said paragraph authorizes the purchase of stocks, bonds or other evidences of indebtedness of connecting railroad companies, or bridge, terminal or union depot companies (subject to the limitation of Section 3 of Article One of this indenture), shall never exceed twenty-five per centum (25%) of the aggregate amount of all bonds then issued and outstanding under this indenture, including the bonds then proposed to be issued. In case the Railroad Company shall request the payment of deposited cash or the authentication and delivery of bonds in payment of indebtedness contracted for the purposes specified in paragraphs I, II, III and VI of this Section 6, such deposited cash shall be released and paid, and bonds authenticated and delivered to the Railroad Company only to the extent that the Railroad Company would have been entitled to receive such cash or bonds in reimbursement for payments made out of its general funds for the purposes specified in said paragraphs I, II, III and VI. The certificate and resolutions and other instruments required to be submitted to the Corporate Trustee hereunder may be received by it as conclusive evidence of any statement therein contained pertaining to its right to authenticate and deliver bonds or pay out deposited cash under this section and shall be full protection to the Corporate Trustee for its action on the faith thereof.

All property, indebtedness and rights, and all additions, betterments and improvements, in respect of which deposited moneys shall be paid, or bonds shall be issued hereunder, or the proceeds of bonds shall be used, shall be included, without further conveyance or transfer, in the granting clauses of this indenture and shall be subject to the lien hereof; but the lien of this indenture thereon, however, shall be subordinate to the liens securing prior debt specified and to be specified in and pursuant to the provisions of this Article Three to the extent that the liens of such prior debt shall attach thereto.

When any certificates for shares of stock, or any bonds or other indebtedness, shall have been acquired under the provisions of the foregoing paragraph VI of this section, there shall be delivered to the Corporate Trustee the written opinion of counsel for the Railroad Company that the Railroad Company is authorized by law to acquire and to hold such stock, bonds or indebtedness; and such certificates of stock, endorsed in blank for transfer, or accompanied by appropriate instruments of assignment in blank for transfer, and such bonds, and the assignments of such other indebtedness, shall be delivered to the Corporate Trustee hereunder, or to a trustee having prior right to the pledge thereof under some indenture securing prior debt specified in or pursuant to this Article Three; and in case there shall be such another trustee having such prior right, then the right of the Corporate Trustee and the Trustees in and to such stock, bonds and indebtedness shall be subordinate to that of such other trustee.

The Railroad Company shall execute and acknowledge or shall cause to be executed and acknowledged any conveyances or instruments of further assurance that may be necessary for the purpose of subjecting to the lien and operation of this indenture any property so acquired by the Railroad Company, and, unless satisfied and discharged, any indebtedness, liens or charges so taken up or acquired; and, also, shall furnish the written opinion of counsel for the Railroad Company to the effect that such conveyances or other instruments are sufficient for that purpose, or, in lieu of such instruments of further assurance, the Railroad Company shall furnish a written opinion of such counsel that no conveyance or instrument of further assurance is necessary for the purpose aforesaid.

§ 7 Whenever and as often as the Railroad Company shall have called for redemption all or any part of any particular series of bonds issued hereunder subject to such redemption, it may tender or cause to be tendered to the Corporate Trustee, before, at or after redemption or payment, either in bearer form or accompanied by proper instruments of assignment and transfer, and either canceled or uncanceled, any of such bonds with all unmatured coupons, if any, thereto belonging; and, in exchange for such bonds received by the Corporate Trustee upon such tender, upon receipt of a copy of the resolution calling for redemption the said series of bonds or part thereof and of a resolution requesting the Corporate Trustee to authenticate hereunder and to deliver to the Railroad Company bonds for the purpose, and specifying the provisions of said bonds in conformity with Section 7 of Article Two of this indenture, the Corporate Trustee shall authenticate and deliver to the Railroad Company on its written order,

bonds hereunder for a principal amount equal to the principal amount of such bonds so received by the Corporate Trustee.

At any time or times, upon delivery to the Corporate Trustee of a copy of the resolution calling for redemption any particular series of bonds or part thereof issued hereunder and subject to redemption, and of a resolution requesting the Corporate Trustee to authenticate hereunder and to deliver to the Railroad Company bonds for the purpose, the Corporate Trustee shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under this indenture for a principal amount not exceeding the principal amount of the bonds called for redemption, *provided*, that cash (other than cash receivable by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the Corporate Trustee in exchange therefor. On the written order of the Railroad Company, and upon delivery to the Corporate Trustee from time to time, before, at or after redemption and payment, in bearer form or accompanied by proper instruments of assignment and transfer, and whether canceled or uncanceled, of bonds of the series or part thereof called for redemption (other than bonds in exchange for which the Corporate Trustee shall have authenticated and delivered bonds under the first paragraph of this section), together with all unmatured coupons, if any, appertaining to such bonds, the Corporate Trustee, out of the cash so deposited with it, or out of any cash held by the Corporate Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture and directed by the Railroad Company to be applied to such purpose, shall pay to the Railroad Company a sum equal to the principal amount of such bonds so delivered to the Corporate Trustee.

In case any such bond shall have been canceled before tender thereof to the Corporate Trustee under the provisions of this Section 7, said Trustee shall not accept the same (1) if any bond in lieu thereof or in exchange therefor has been issued and is outstanding, other than a bond issued hereunder against the deposit of cash as provided in this Section 7, or (2) if such canceled bond shall have been redeemed or paid by the use of property or proceeds of property subject to the lien of this indenture.

If any bond tendered to the Corporate Trustee under the provisions of this Section 7 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the Corporate Trustee shall not accept the same, unless and until all the bonds of such series shall be tendered to it.

No bond shall be issued by the Railroad Company and authenticated and delivered by the Corporate Trustee under the provisions of this Section 7 in refunding bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased lines or unless the Railroad Company shall comply, with respect to such new issue, with all the requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines.

All bonds and coupons delivered to the Corporate Trustee under the pro-

visions of this section unless previously canceled, shall be canceled by the Corporate Trustee upon such delivery, and after the Corporate Trustee shall have stamped on such bonds a notation that the same have been refunded under this indenture, shall be returned to the Railroad Company.

§ 8. (a) Whenever, from time to time, the Railroad Company shall tender or cause to be tendered to and shall deposit or cause to be deposited with, the Corporate Trustee, either in bearer form or accompanied by proper instruments of assignment and transfer duly executed in blank, and whether before, at or after the maturity thereof, and whether canceled or uncanceled, any bonds of a series theretofore issued under this indenture (hereinafter in this Section termed "early maturing series") together with all unmatured coupons, if any, thereto belonging, together with a copy of a resolution, authorizing or ratifying the purchase or payment or other acquisition of the bonds so tendered, or reciting or certifying that such bonds are tendered or are to be tendered to the Corporate Trustee pursuant to arrangement with the Railroad Company, and requesting the said Trustee to authenticate and to deliver other bonds issuable under this indenture in exchange therefor, the said Trustee, in exchange for bonds received by the said Trustee upon such tender, shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under and secured by this indenture for a principal amount equal to the principal amount of such bonds so received by the said Trustee; *provided, however,* that no bonds shall be issued by the Railroad Company or authenticated and delivered by the Corporate Trustee in refunding of bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased line or unless the Railroad Company shall comply, with respect to such new issue, with all requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines.

(b) At any time or times, at or after the maturity, or within twelve months before such maturity, of any such early maturing series, the Railroad Company may sell or otherwise dispose of bonds issued under and secured by this indenture for a principal amount not exceeding the principal amount of such early maturing series; *provided, however,* that no bonds shall be issued by the Railroad Company or authenticated and delivered by the Corporate Trustee in refunding of bonds originally issued in respect of additions to or betterments on leased lines, unless the Railroad Company shall have acquired the fee in and to any such leased line or unless the Railroad Company shall comply, with respect to such new issue, with all requirements of paragraph II of Section 6 of this Article Three in connection with the issuance of bonds in respect of additions to or betterments on leased lines. Upon delivery to the Corporate Trustee of a copy of a resolution requesting the said Trustee to authenticate and to deliver to the Railroad Company such bonds to be sold or disposed of for or in respect of the payment or purchase of the bonds of any such early maturing series, and specifying such bonds so to be paid or purchased, the said Trustee shall authenticate and deliver to the Railroad Company, on its written order, bonds issued under and secured by this indenture for a principal amount

not exceeding the principal amount of the matured or maturing bonds to be paid or purchased as aforesaid: *provided*, that cash (other than that held or receivable by the said Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture) equal to the principal amount of the bonds so authenticated and delivered shall simultaneously be deposited with the said Trustee in exchange therefor. On the written order of the Railroad Company, and upon delivery to the said Trustee from time to time of bonds of such early maturing series specified in the resolution aforesaid (other than bonds in exchange for which the said Trustee shall have authenticated and delivered bonds under the foregoing subdivision (a) of this Section (8), either in bearer form or accompanied by proper instruments of assignment and transfer, duly executed in blank, and either canceled or uncanceled, together with all unmatured coupons, if any, thereto belonging, the said Trustee, out of the cash so deposited with it, or out of any cash held by the said Trustee pursuant to the provisions of Section 6 of Article Nine of this indenture and directed by the Railroad Company to be applied to such purpose, shall pay to the Railroad Company or upon its written order a sum equal to the principal amount of such bonds so delivered to the said Trustee.

In case any such bond shall have been canceled before tender thereof to the Corporate Trustee under the provisions of this Section 8, said Trustee shall not accept the same (1) if any bond in lieu thereof or in exchange therefor has been issued and is outstanding, other than a bond issued hereunder against the deposit of cash as provided in this Section 8, or (2) if such canceled bond shall have been redeemed or paid by the use of property or proceeds of property subject to the lien of this indenture.

If any bond tendered to the Corporate Trustee under the provisions of this Section 8 be a bond purchased or acquired by means of a sinking fund provided for in respect to such series, the Corporate Trustee shall not accept the same, unless and until all the bonds of such series shall be tendered to it.

Any bonds and coupons delivered to the Corporate Trustee under the provisions of this Section 8, unless previously canceled, shall be canceled by the said Trustee upon such delivery, and after the said Trustee shall have stamped on such bonds a notation that the same have been refunded under this indenture, shall be returned to the Railroad Company.

§ 9. The Corporate Trustee shall be entitled to receive the resolutions, certificates, orders, opinions of counsel, and other writings, in Section 7 of Article Two and in this Article Three provided for, as conclusive evidence of the truth of the statements therein contained, respectively, and as full authority for the taking of any action in accordance therewith under this Article Three, and they shall constitute full authority and protection to the Corporate Trustee for its authentication and delivery of bonds and the payment of deposited moneys under the provisions of this Article Three.

The same officer or officers of the Railroad Company need not certify to all the facts required to be certified under the provisions of this Article Three, but different officers may certify to separate facts respectively.

§ 10. Anything in this indenture to the contrary notwithstanding, the

Corporate Trustee may, but shall not be required to, authenticate bonds or pay deposited cash to the Railroad Company, or upon order of a court of competent jurisdiction, to a receiver of the Railroad Company, if an event of default as hereinafter defined in Section 2 of Article Seven shall have happened and be continuing.

ARTICLE FOUR.

REDEMPTION OF BONDS ON OR BEFORE MATURITY.

SECTION 1. In the issue of any particular series of bonds hereunder the Railroad Company may reserve the right to redeem, before maturity, all or any part of the bonds of that series, at such time or times and on such terms as the Board of Directors of the Railroad Company, may determine and as shall be appropriately expressed in each of the bonds of that series, the day of redemption being in every case either the first day of February or the first day of August.

In case the Railroad Company shall desire to exercise such right to redeem and to pay off all or any part of the bonds of a particular series on any first day of February or August, in accordance with the right reserved so to do, it shall advertise, in a newspaper of general circulation in the Borough of Manhattan, City and State of New York, at least once in each week for nine (9) successive weeks next preceding such first day of February or August, the first publication to be not less than sixty (60) days prior to the date of redemption, a notice that the Railroad Company has elected to redeem and pay off all or part (and if a part, the serial numbers thereof shall be given) of the bonds of such particular series on such first day of February or August, and that on such first day of February or August there will become and be due and payable upon each of the bonds so to be redeemed, at the office or agency of the Railroad Company in the Borough of Manhattan, City and State of New York, the principal thereof, with such premium, if any, as is specified in such bonds, together with the accrued interest to such first day of February or August. Upon advertisement of such notice by the Railroad Company, the bonds so called for redemption shall become and shall be due and payable on the first day of February or August, specified in such notice, at par, or with such premium, if any, as is specified in such bonds, together with the interest accrued from the last-matured interest installment.

The sum so due for principal and premium, if any, of each coupon bond shall be payable to the bearer of such coupon bond unless it shall have been registered, and, if it shall have been registered, then such payment shall be made to the registered holder of such registered coupon bond, but in no case shall the Railroad Company be required to make such payment except upon surrender of such bond and of all unmatured coupons for interest thereon. All coupons for interest which shall have matured on or prior to the date of redemption designated in such notice shall continue to be payable, but without interest thereon, to the respective bearers of such coupons. The sum so payable upon registered bonds without coupons for principal and for premium, if any, and for unpaid interest which shall have matured on or prior to the date of redemption designated in such

notice, shall continue to be payable, but without interest thereon, to the holders of such bonds or their assigns under duly executed instruments of assignment but only upon surrender of the bonds.

From and after the date of redemption designated in such notice so advertised (unless the Railroad Company shall make default in payment as herein provided upon demand) no further interest shall accrue upon any of the bonds so called for redemption; and anything in such bonds or in such coupons or in this indenture to the contrary notwithstanding any coupon for interest appertaining to any such bond and maturing after such date shall become and be null and void.

§ 2. If the Railroad Company shall elect to redeem a part only of any series of First and Refunding bonds then outstanding, the bonds of said series so to be redeemed shall be selected by lot by the Corporate Trustee in such manner as it shall deem proper, and, if the Railroad Company shall so desire and shall seasonably designate a representative for that purpose, in the presence of the representative so designated.

Whenever exercising the right of redemption as provided for in this Article Four, the Railroad Company, if requested by the Corporate Trustee so to do, shall furnish the said Trustee with a duly certified copy of a resolution of its Board of Directors, electing to redeem, and properly designating, the bonds called for redemption.

§ 3. On the deposit with the Corporate Trustee of the amount necessary so to redeem all the outstanding bonds issued under this indenture (if they shall all be redeemable and shall all have been called for redemption), together with proof of the giving of said notice or notices of redemption of all of said bonds as hereinbefore provided, and on payment to the Trustees of all their costs, charges and expenses in relation thereto, the Trustees shall cancel and satisfy this indenture and assign and deliver to the Railroad Company all securities then held by the Trustees or either of them under the provisions hereof. The Corporate Trustee shall apply the moneys so deposited with it to the payment of the bonds issued under this indenture at the rate aforesaid with accrued interest to the interest day designated for redemption.

§ 4. All bonds redeemed and paid under this Article Four shall be canceled, and no bonds of any series of bonds so redeemed shall be reissued.

Article Five.

particular covenants of the railroad company.

The Railroad Company covenants as follows:

Section 1. It will duly and punctually pay, or cause to be paid, to every holder of any bond issued and secured hereunder, the principal and interest accruing thereon, at the dates and place and in the manner promised in such bond, or in the coupons thereto belonging, according to the true intent and meaning thereof. The interest on coupon bonds shall be payable only upon presentation and surrender of the several coupons annexed to said coupon bonds as such coupons respectively mature; and when and as paid all coupons shall forthwith be canceled by the Railroad Company. The interest on registered bonds without coupons shall be payable only to the

registered owners thereof. At all times until the payment of the principal of such bonds the Railroad Company will maintain an office or agency in the Borough of Manhattan, City and State of New York, where said bonds and coupons may be presented for payment, and where notices or demands in respect of all of said bonds and coupons may be served.

At such office or agency the Railroad Company will register, transfer and exchange any of the bonds issued under this indenture, which by their terms may be registered, transferred or exchanged thereat respectively.

As a condition precedent to the payment of any installment of interest on a registered bond or of any coupon for interest on a coupon bond, the Railroad Company may require the registered holder of such registered bond or the bearer of such coupon to furnish such evidence as will enable the Railroad Company to determine whether it is required by law to deduct or to retain any tax or taxes from the interest so payable.

From time to time, the Railroad Company will give notice to the Corporate Trustee of the location of any such office or agency or agencies and of any change of location thereof, and in case the Railroad Company shall fail to maintain any such office or agency or fail to give such notice of any change thereof, presentation and demand may be made and notices may be served at the office of the Corporate Trustee, but, except where otherwise expressly provided by this indenture, the Corporate Trustee shall not be under any duty to the Railroad Company or any other corporation or person to take any action in respect of any such demand or notice.

§ 2. At any and all times the Railroad Company will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered by any other corporation or person obligated to the Railroad Company so to do, all and every such further acts, deeds, conveyances, mortgages and transfers and assurances in the law, as the Corporate Trustee or the Trustees shall reasonably require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustees, all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be or which the Railroad Company hereafter may become bound to convey or assign to the Trustees.

§ 3. The Railroad Company, from time to time, will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the railroads and other premises hereby mortgaged, or the property hereby pledged, or upon any part thereof, or upon the income and profits thereof, or upon the interest of the Trustees therein, the lien of which would be prior to the lien hereof, so that the priority of this indenture shall be fully preserved in respect of such properties and premises at the cost of the Railroad Company without expense to the Trustees or the bondholders; *provided, however*, that nothing contained in this section shall require the Railroad Company to pay any such tax, assessment or charge, so long as the Railroad Company in good faith and by appropriate legal proceedings shall contest the validity thereof, and that nothing in said bonds or in this indenture contained shall obligate or be deemed to obligate the Railroad Company to pay any tax, assessment, or other governmental charge, the agreement to pay which or the payment of which would be contrary to law

or would result in the forfeiture of any rights or interest secured to any of said bondholders by the terms of said bonds or of this indenture.

§ 4. The Railroad Company covenants that the railroads and appurtenances hereby mortgaged are subject to no mortgage or trust deed except those securing the bonds described in Section 1 of Article Three, and that it will not (subject to the provisions of Sections 5, 6 and 13 of this Article Five and of Section 7 of Article Six of this indenture), create or suffer to be created any lien or charge having priority to, or preference over, the lien of this indenture upon the mortgaged premises, or any part thereof, or upon the income thereof, and, within six months after the same shall accrue, it will pay, or cause to be discharged, or will make adequate provision for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof, or the income thereof; *provided, however,* that nothing contained in this section shall require the Railroad Company to pay any such claim or demand so long as the Railroad Company in good faith shall contest the validity thereof or its enforcement as a lien or charge superior to this indenture.

§ 5. The Railroad Company covenants (except as provided in Section 4 of Article Three of this indenture) that bonds shall not hereafter be issued under any of the several mortgages or trust agreements described in Section 1 of Article Three hereof, which shall have the effect to increase the amount of the principal of the bonds at any time issued or outstanding under any of said mortgages or deeds of trust; *provided, however,* bonds now certified by the trustee, which remain unsold in the treasury of the Railroad Company as specified in part First of the granting clauses of this indenture, shall be included in the said principal amounts of bonds specified in said Section 1 of Article Three hereof, and shall be considered as issued or outstanding for the purposes of said Section 1.

§ 6. The Railroad Company will pay or cause to be paid the interest on the bonds described in Section 1 of Article Three hereof, as well as on all other obligations that shall or may be secured by liens upon any part of the mortgaged property prior in lien hereto, and not pledged with and held by the Trustees hereunder, as and when such interest shall become payable, and will pay the principal of every such bond or obligation when due, and will not extend or renew the same, or will cause the same to be taken up and pledged under this indenture; *provided, however,* the Railroad Company hereby expressly reserves the right at its option to extend, by one or more extensions or renewals, the time of payment of the principal of any or all of the bonds constituting prior debt, described in Section 1 of Article Three of this indenture, to a date not later than February 1, 2100; and further, the Railroad Company hereby expressly reserves the right to cause to be issued, refunded, renewed or extended, bonds of other companies, as provided in Section 13 of this Article Five, and in Section 7 of Article Six of this indenture.

§ 7. The Railroad Company will not voluntarily suffer or permit to be terminated or revoked the franchises to it granted and upon it conferred

and subject to the lien hereof, and will at all times maintain, preserve and keep the mortgaged property, including all extensions thereof and additions thereto, and every part thereof, in thorough repair, working order and condition, and supplied with rolling stock, equipment, apparatus, appliances, tools and motive power of capacity adequate to the proper conduct and the natural increase of its business. The Railroad Company will keep and maintain in good order and condition, all equipment at any time subject to the lien of this indenture. The Railroad Company will replace with equipment of equal value or capacity, when worn out, abandoned or otherwise disposed of, all equipment owned or possessed by the Railroad Company at the date of this indenture, and all equipment which shall be acquired or shall come into the possession of the Railroad Company after the date of this indenture and in respect of which bonds or deposited cash shall be used pursuant to the provisions of Section 6 of Article Three of the indenture. For the purpose of such replacement, (a) the value or capacity of equipment owned or possessed by the Railroad Company at the date of this indenture shall be deemed to be the value or capacity of such equipment at such date, and (b) the value or capacity of all equipment which shall be acquired or shall come into the possession of the Railroad Company, after the date of this indenture and in respect of which bonds or deposited cash shall be used, shall be deemed to be the value or capacity of such equipment at the date the Railroad Company shall have acquired the ownership or possession thereof.

Upon request of the Corporate Trustee, the Railroad Company will furnish to the Corporate Trustee, at reasonable intervals, a statement of the amount, description and condition of the equipment subject to this indenture, and will permit said Trustee, through its agents, to inspect said equipment, and upon request of said Trustee will give to it such information as the Railroad Company may have of the then location of said equipment. The Railroad Company will also diligently observe all of the conditions, so as to prevent the forfeiture thereof, by reason of any act or omission of the Railroad Company, of all and every of the franchises and other rights to it granted and upon it conferred that shall be necessary or desirable for the maintenance, operation or enjoyment of the property of the Railroad Company or any part thereof.

§ 8. The Railroad Company, from time to time, will punctually observe and perform all of its obligations, and will pay and discharge all amounts payable, under and by virtue of any lease of property or trackage contract held by it at any time subject to the lien of this indenture, and will not suffer or permit any default for which any such lease or trackage contract might be terminated, so that the interest of the Railroad Company in such leasehold estates or trackage contracts may be at all times preserved unimpaired as security for the bonds hereby secured; *provided, however,* that nothing contained in this section shall require the Railroad Company to make any such payments or to observe any such obligations, so long as it shall in good faith contest its liability therefor.

In case and whenever default shall be made in paying any sum stipulated to be paid in any lease or trackage contract subject to the lien of this

indenture, or any sum which in Sections 3, 4 or 6 of this article the Railroad Company has covenanted to pay or discharge, or cause to be discharged, or to provide for satisfying and discharging, the Corporate Trustee, without affecting any of its rights hereunder, from time to time, in its discretion, may itself pay any sum so in default, and thereupon shall have, and forthwith may assert a lien for such advances and interest thereon upon the trust estate and the proceeds thereof, which lien shall be entitled to priority in rank and to priority in payment from the income and profits of the trust estate over the bonds issued hereunder.

§ 9. The Railroad Company will not issue, negotiate, sell or dispose of any bonds hereby secured, in any manner other than in accordance with the provisions of this indenture, and the agreements in that behalf herein contained, and in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it will well and truly apply or cause to be applied, the same or the proceeds thereof to and for the purposes herein prescribed, and to and for no other or different purpose.

§ 10. The Railroad Company, in every indenture supplemental hereto which hereafter may be executed, will enumerate all mortgages which are liens upon the railroads or parts thereof thereby conveyed under which bonds constituting prior debt shall have been issued, and will describe such mortgages and state the principal amount and date of maturity of, and the interest borne by, all bonds outstanding thereunder.

§ 11. The Railroad Company will duly record this indenture and every indenture supplemental hereto which hereafter may be executed, and will pay any mortgage recording tax legally due upon the recording of this indenture or any indenture supplemental hereto, and will pay any tax or fee legally due at any time upon the issuing of bonds secured hereby as and when such bonds shall be issued, and also will make such statements and do such acts now and hereafter as are or shall be required by it to be made or done under any law affecting the recording hereof or of any supplemental indenture or the payment of any such tax or fee.

§ 12. In case the Railroad Company shall hereafter create any mortgage upon the railroads and property subject to the lien of this indenture or any part thereof, such mortgage shall be and shall be expressed to be subject to the prior lien of this indenture for the security of all bonds then issued or thereafter to be issued hereunder within any limitation of amount then or thereafter to be fixed as in this indenture provided.

§ 13. The Railroad Company will not sanction or permit any issue of additional shares of capital stock of any company, of whose capital stock the greater part shall be pledged or assigned hereunder, or (except as in this section or in this indenture otherwise provided) the issue of any bonds of any such company, or the creation of any mortgage or other lien upon the railroad or property of any such company, unless simultaneously there shall be made effective provision that such indebtedness and the evidences thereof, and such bonds issued and such mortgage or other lien, and all such additional stock (or such part of such additional stock as shall be proportionate to the part of such entire issued capital stock previously subject to this indenture), forthwith, upon the issue or creation thereof,

shall be pledged with or assigned to the Corporate Trustee hereunder; and all such additional stock shall be fully paid and nonassessable; *provided, however,* that the provisions of this section shall not apply to the issue of bonds or other indebtedness by The Colorado and Southern Railway Company, or any bridge, depot or terminal company, the greater portion of whose capital stock may at any time be subject to the lien of this indenture; *provided, further,* that the provisions of this section shall not apply to the issue by any company, of whose capital stock the greater part shall be pledged or assigned hereunder, of

(a) any bond issued or guaranteed, or to be issued or guaranteed, pursuant to the provisions of any mortgage or deed of trust executed by any such company prior to the date of this indenture;

(b) any bonds issued or guaranteed, or to be issued or guaranteed, in substitution or exchange for, or to refund or renew, a like amount of bonded debt of any such company;

(c) any extension of the time of payment of the bonded debt of any such company;

(d) any promissory obligations or other evidences of indebtedness which may be issued in the current operation of its property by any such company, if it is an operating company;

(e) any bonds or other evidences of indebtedness issued or guaranteed, or to be issued or guaranteed, by any such company which, or the proceeds of which, are to be used by such company for the construction or acquisition of betterments, additions, improvements or extensions of and to property owned by it, or additional property or bonds or stock of other companies, or equipment for railroads which it may own;

(f) a purchase-money mortgage or purchase-money lien upon any property which may hereafter be acquired by any such company, and which purchase-money mortgage or lien shall apply to, and be a charge upon, only such property so acquired;

(g) capital stock issued in exchange for the debts of any such company, *provided,* that a majority of all the capital stock of such company shall remain subject to the lien of this indenture;

(h) the issue by any such company of registered bonds without coupons in exchange for coupon bonds, or of coupon bonds in exchange for registered bonds without coupons, or of registered bonds without coupons or coupon bonds in exchange or substitution for such bonds mutilated or destroyed or lost; *provided, however,* that the aggregate principal amount of such bonds outstanding shall not thereby be increased.

Except as herein otherwise expressly provided, the Railroad Company, unless with the consent of the Corporate Trustee, will not sanction or permit any company, of whose capital stock the greater part shall be pledged or assigned hereunder, to sell or otherwise dispose of its railroad or property or any part thereof, except to the Railroad Company or to some other company of whose capital stock not less than the same proportionate part then shall be owned by the Railroad Company and be pledged hereunder. Any such railroad or property so acquired by the Railroad Company forthwith and *ipso facto* shall become subject to the lien of this indenture, and by

proper instruments shall be conveyed to the Trustees subject to any liens then existing thereon or, upon such conveyance, to attach thereto; *provided, however*, that any company, of whose capital stock the greater part shall be pledged hereunder, from time to time, may sell any of its property, which, at the time of such sale, by resolution of its board of directors, shall be found no longer to be necessary or advantageous to be retained for the purposes of its business and the sale of which shall be authorized by a resolution of its board of directors directing that the proceeds thereof shall be held apart from all other funds of such company until applied to the acquisition or construction of other property.

Except as herein otherwise expressly provided, the Railroad Company, unless with the consent of the Corporate Trustee, will not sanction or permit any company, of whose capital stock the greater part shall be pledged or assigned hereunder, to lease its railroad or property, or any part thereof, except to the Railroad Company or to some other company of whose capital stock not less than the same proportionate part then shall be owned by the Railroad Company and be pledged hereunder, nor unless such lease be upon the condition that it shall terminate at the election of the Trustees, by entry or otherwise, in case default shall be made and shall continue as provided in Section 2 of Article Seven hereof, and at the election of the purchaser, in case of a sale of the property subject to this indenture; *provided,* that customary leases of tracks, rights of way and terminals for industrial or commercial purposes, or of property not required for railroad use, under leases terminable upon not more than one year's notice, shall not be considered as being within this paragraph.

Article Six.

control of stocks and bonds pledged.

Section 1. So long as any stocks, bonds or other property now or at any time hereafter subject to the lien of this indenture shall be subject to the prior lien of any other indenture, the lien and all provisions of such other indenture in regard thereto shall in all things be respected and observed, and until released pursuant to such indenture, the stocks, bonds and other property covered thereby shall be and shall remain subject to the prior and superior lien thereof and shall be held as provided in such indenture, with all the powers, rights and discretions and subject to all the provisions set forth in such indenture; and neither the execution of this indenture nor any action hereunder shall in any manner affect such other indenture or any rights of the holders of the bonds thereby secured or any rights or duties of the trustee thereunder.

Whenever any indenture which shall be a prior lien upon any stocks, bonds or other property which are or may be subject to the lien of this indenture, shall have been satisfied or released, the Corporate Trustee (if there shall then be no other prior lien thereon requiring the same to be otherwise held) shall be entitled to receive and to take possession of and to hold, as trustee under this indenture, the certificates for shares of stock, and the bonds and other property subject to this indenture so released from such prior lien; and the Railroad Company covenants that it will execute

and will deliver to the Trustees such assignments, transfers, powers of attorney and other instruments as the Corporate Trustee may reasonably require in order to vest in the Trustees, or in order to enable the Trustees to acquire the title, and the Corporate Trustee to acquire the possession, of such shares of stock, certificates therefor, bonds and other property; and the Corporate Trustee shall thereupon hold under this indenture such shares of stock, bonds and other property.

The Railroad Company covenants that forthwith upon the execution of this indenture, and from time to time as further pledges or assignments hereunder are made, it will cause due notice of the execution of this indenture and of any supplemental indenture relating to any such pledge or assignment respectively, together with a copy thereof, to be given to the corporation which issued any of the shares of stock or bonds so pledged or assigned.

The Corporate Trustee shall be authorized (1) to cause to be registered in its name as Corporate Trustee, any and all coupon bonds which at any time hereafter may be received by it under any of the provisions of this indenture, or (2) to cause any such bonds to be exchanged for registered bonds without coupons of any denomination, or (3) to cause any such bonds to be stamped: "Not negotiable. Held by The First National Bank of the City of New York, as Corporate Trustee under First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921." The Corporate Trustee shall cause to be transferred into its name, as Corporate Trustee hereunder, all registered bonds which shall be delivered and assigned to it hereunder.

The Corporate Trustee at any time may transfer into its name, as Corporate Trustee hereunder, any or all shares of stock, the certificates for which shall have been pledged with and delivered to it hereunder. In its discretion it may hold such certificates in the name of the registered holder thereof at the time of such pledge, or it may transfer the same into the name of its nominee or nominees, provided in either case that the same, with proper instruments of assignment and powers of transfer in blank, be held by the Corporate Trustee.

The Trustees, and each of them, at the request of the Railroad Company, may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any company the greater part of whose shares shall then be held by the Corporate Trustee hereunder, and for such purposes, from time to time, the Corporate Trustee, in behalf of the Trustees, may sell, assign, transfer and deliver so many shares of the stock of the several companies as may be necessary to qualify persons to act as directors of, or in any other official relation to, such companies. Whenever requested in writing by the Railroad Company, the Corporate Trustee, in behalf of the Trustees, shall assign and transfer to persons designated by the Railroad Company a sufficient number of any shares that then shall be held by the Corporate Trustee hereunder, to qualify such persons to act as directors of, or in any official relation to, the several companies which shall have issued such shares; *provided, however*, that under this provision no transfer shall be made which shall reduce the amount of

stock in any company held by the Corporate Trustee to less than the greater part thereof, unless the Corporate Trustee shall deem it to be necessary for the protection of its interest in the stock of such company; and in every case the Corporate Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

§ 2. Unless and until (1) a receiver shall have entered into possession of the mortgaged premises or part thereof; or unless and until (2) the Trustees, or either of them, shall have entered into the possession of the mortgaged premises or part thereof under the power herein granted; or unless and until (3) some one of the events of default enumerated in Section 2 of Article Seven of this indenture shall have happened and be continuing,—(a) neither of the Trustees (except with the assent of the Railroad Company) shall collect, or shall be entitled to collect, the principal of or interest upon any bonds, obligations or indebtedness now or hereafter subject to this indenture, whether before or at or after maturity, or shall enforce any provisions of the mortgages, trust deeds or other instruments under which such bonds, obligations or indebtedness were issued, or by which the same are secured; (b) the Railroad Company shall be entitled to receive all interest paid in respect of any such bonds, obligations or indebtedness, and the dividends on all shares of stock which shall be subject to this indenture, although the same may have been transferred to the Corporate Trustee; (c) from time to time (subject to the covenants in respect thereof in this section contained), upon the request of the Railroad Company, the Corporate Trustee shall deliver to it any coupons for such interest then in the possession of the Corporate Trustee, in order that the Railroad Company may receive payment thereof for its own use or may cause the same to be canceled, and the Corporate Trustee shall deliver to the Railroad Company suitable orders in favor of the Railroad Company, or its nominee, for the payment of such interest and dividends, and the Railroad Company may collect such coupons, interest and dividends (but not by any proceeding which the Corporate Trustee shall deem to be prejudicial to the trusts hereunder), and the Corporate Trustee at once shall pay over to the Railroad Company any such interest and dividends which may have been collected or received by it.

Provided, however, and hereby it is declared and agreed, except as in this indenture otherwise expressly provided, that (1) the Railroad Company shall not be entitled to receive, and the Corporate Trustee shall not pay over to the Railroad Company, the principal of any bond subject to this indenture; (2) the Railroad Company shall not be entitled to receive, and the Corporate Trustee shall not pay over to the Railroad Company, any interest on any such bond, or the principal of or any interest on any such obligations, claims or indebtedness, which shall have been collected or paid out of the proceeds of any sale or condemnation of the property covered by a mortgage securing such bonds, or out of the proceeds of the sale or condemnation of any other property of the company liable upon such bonds, obligations, claims or indebtedness, in case of the dissolution or a liquidation of such company, or of any condemnation of any of its property, it being the intention that the Railroad Company shall be entitled to receive

only payments made in money out of the rents, revenues, income or proceeds of operation of such properties; (3) the Railroad Company shall not sell, assign or transfer any coupon, or right to interest or dividends, delivered or assigned to it, or any other such claim or indebtedness, except subject to this indenture; (4) the Railroad Company shall not collect any such coupon or interest, or any such other claim or indebtedness, by legal proceedings or by enforcement of any security therefor, except with the assent of the Corporate Trustee, nor in any manner which the Corporate Trustee shall deem prejudicial to the trusts hereunder; (5) the Railroad Company shall not be entitled to collect any stock dividends that may be declared on any shares of the capital stock of other corporations that are or shall have become subject to this indenture, or any cash dividends on any such shares that may become payable upon or in the course of the dissolution, liquidation or winding up of any such company, or in any way shall be chargeable to or be payable out of capital; and (6) until actually paid, released or discharged, every coupon, or right to interest or dividends, and all such other claims and indebtedness, shall remain subject to this indenture.

If any such coupon, or if any evidence of any such claim or indebtedness, delivered to the Railroad Company hereunder, shall not forthwith be paid or canceled as aforesaid, the Railroad Company shall return the same to the Corporate Trustee, and, in case of the payment of any such coupon, claim or indebtedness, shall furnish, upon the demand of the Corporate Trustee, satisfactory evidence of the cancelation and extinguishment thereof.

§ 3. In case (1) any sum shall be paid on account of the principal of any bonds or (except as herein otherwise expressly provided) of any other obligations or indebtedness subject to this indenture, or in case (2) any sum on account of the interest on any such bonds or obligations shall be paid out of the proceeds of property covered by a mortgage or trust deed securing such bonds, obligations, or indebtedness, or in case (3) upon the dissolution or liquidation of any company, any sum shall be paid upon any bonds or any shares of stock or any claims against or indebtedness of such company, subject to this indenture,—then, in any such case, any such sum, unless received by a trustee under some indenture, which is a prior lien thereon upon the trusts of such indenture, or unless applied on account of the purchase price of property purchased pursuant to Section 5 of this Article Six, shall be paid over to the Corporate Trustee and by it shall be held to be disposed of as provided in Section 6 of Article Nine of this indenture.

In case any stock dividends are declared on any shares of the capital stock of other corporations that are or shall have become subject to this indenture, the certificates for such stock dividends shall by the Railroad Company be assigned and delivered to the Corporate Trustee or to the trustee under some indenture having prior right thereto, in which last mentioned case the right of the Corporate Trustee in and to such stock dividends shall be subordinate to that of such other trustee.

§ 4. Unless and until (1) a receiver shall have entered into possession of the mortgaged premises or part thereof; or unless and until (2) the Trustees, or either of them, shall have entered into possession of the mort-

gaged premises or part thereof under the power herein granted; or unless and until (3) some one of the events of default enumerated in Section 2 of Article Seven of this indenture shall have happened and be continuing, —the Railroad Company shall have the right to vote upon, or to give any consent in respect of, all shares of stock subject to this indenture, for all purposes not inconsistent with the provisions or purposes of this indenture and with the same force and effect as though such shares were not subject to this indenture; and from time to time, upon demand of the Railroad Company, the Corporate Trustee forthwith shall execute and deliver, or shall cause to be executed and delivered, to the Railroad Company or to its nominees, suitable powers of attorney or proxies to vote upon, or to give any consent in respect of, any shares of stock which shall have been transferred to the Corporate Trustee. Every such instrument shall bear on its face the following statement: "The powers hereby conferred shall not be exercised for any purpose inconsistent with the provisions or purposes of the First and Refunding Mortgage of Chicago, Burlington & Quincy Railroad Company, dated February 1, 1921."

§ 5. In case default shall be made in the payment of the principal or interest of any of the bonds or obligations which shall have been delivered to and shall be held by the Corporate Trustee hereunder, or of any other bonds then secured by the same mortgage or deed of trust as such bonds held by the Corporate Trustee, then and in any such case, if the Corporate Trustee shall hold more than eighty-five per cent in amount of the entire issue of such bonds or obligations in default, it shall upon the written request of the Railroad Company, and in other cases upon such written request it may in its discretion, cause proper proceedings to be instituted and prosecuted in some court of competent jurisdiction to foreclose or to enforce the mortgage or trust or charge by which such bonds or obligations in default are secured; *provided, however*, that the Corporate Trustee shall not be required to take any such action without being first indemnified to its satisfaction against any expense or liability. In case (1) a receiver shall have entered into possession of the mortgaged premises or part thereof, or (2) the Trustees, or either of them, shall have entered into possession of the mortgaged premises or part thereof under the powers herein granted, or (3) one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be subsisting, the Corporate Trustee, in its discretion, may institute or cause to be instituted such proceedings without such written request.

In case (1) any company all or part of whose capital stock shall be subject to this indenture, shall be dissolved or be liquidated, or in case (2) all or any of the property of any such company shall be sold upon the insolvency of such company at any judicial or other sale, or in case (3) any property covered by a mortgage securing any bonds, or subject to any charge or trust for the payment of any other obligations, subject to this indenture, shall be sold upon foreclosure of such mortgage, or by enforcement of such charge or trust,— then, in any such event, if the property of such dissolved or liquidated company, or the property sold, can be acquired by crediting on the bonds, obligations, claims, indebtedness or

stock, held by the Corporate Trustee hereunder, any sum accruing or to be received thereon out of the proceeds of such property, and by paying not more than fifteen per cent of the price of such property in cash (or more than fifteen per cent if the Railroad Company or the holders of a majority in amount of the bonds hereby secured shall so request), the Corporate Trustee in its discretion may, but if requested in writing by the Railroad Company or by the holders of a majority in principal amount of the bonds hereby secured and provided with the amount of cash necessary therefor (whether such amount be more or less than fifteen per cent of the price of such property) the Corporate Trustee in such case shall, purchase or cause to be purchased or permit the Railroad Company to purchase such property, either in the name or on behalf of the Trustees or of the Corporate Trustee, or of the Railroad Company, or by purchasing trustees, and use or permit the Railroad Company to use such bonds, obligations, claims, indebtedness and stock, so far as may be, to make payment for such property; and in case of any such purchase the Trustees or the Corporate Trustee shall take such steps as they or it may deem proper to cause such property to be vested either in the Railroad Company, subject to this indenture, or in some other corporation organized or to be organized with power to acquire and manage such property, *provided,* that all the bonds and other indebtedness (except such, if any, as the property was acquired subject to) and all capital stock thereof (excepting the number of shares required to qualify directors), shall be received by the Corporate Trustee, and shall be held for the benefit of the Railroad Company or its assigns, subject to the lien of this indenture.

With the written consent of the Railroad Company, the Corporate Trustee at any time may vote upon any shares of stock that then shall be held by it hereunder, and may take such other action in furtherance of the provisions of this Section 5 of Article Six as in its discretion it shall deem advisable to protect its interests and the interests of the bondholders hereunder in respect of any bonds, obligations or stock subject to the lien of this indenture; and with such consent of the Railroad Company, the Corporate Trustee, in behalf of the Trustees, may join in any plan of reorganization or readjustment in respect of any such bonds or other obligations or stocks, and may accept new securities issued in exchange therefor under such plan. In case (1) a receiver shall have entered into possession of the mortgaged premises or part thereof, or (2) the Trustees or either of them shall have entered into possession of the mortgaged premises or part thereof under the powers herein granted, or (3) one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be continuing, the Trustees or the Corporate Trustee, as the case may be, shall be entitled to take such steps without the consent of the Railroad Company.

The Railroad Company covenants that, on demand of the Corporate Trustee, it, the Railroad Company, forthwith will pay, or will satisfactorily provide for, all expenditures incurred by the Trustees or either of them under any of the provisions of this Section 5 of Article Six, including all sums required to obtain and perfect the ownership and title to any prop-

erty which the Trustees or either of them shall purchase or shall cause to be purchased pursuant to the provisions of this Section; and in case the Railroad Company shall fail so to do, then without impairment of, or prejudice to, any of their rights hereunder by reason of the default of the Railroad Company, the Trustees or either of them at discretion may advance moneys to meet all such expenses and any other moneys required, or may procure such advances to be made by others, and for such advances made by the Trustees or either of them or by others at their or its request, with interest thereon, the Trustee making such advances shall have a lien prior to the lien of these presents upon the mortgaged premises.

In case the Trustees or either of them shall not purchase or cause to be purchased the property sold at any such sale, and shall not join in a plan of reorganization as aforesaid in respect of such bonds or other obligations or stocks, then the Corporate Trustee shall receive any portion of the proceeds of the sale accruing or receivable in respect of the bonds or other obligations or stocks by it held hereunder, and such proceeds, from time to time, shall be paid over to the Corporate Trustee and be held to be disposed of as provided in Section 6 of Article Nine of this indenture.

§ 6. Any company, all or the greater part of whose capital stock shall be subject to this indenture, may be merged into or consolidated with, or all or any of its property may be sold or conveyed to, any other company, all or the greater part of whose capital stock shall be subject to this indenture; *provided, however,* that in case of any such merger or consolidation or purchase there shall continue to be or shall be made subject to the lien of this indenture not less than the same proportionate part of the capital stock of the merging or consolidated or purchasing company, which (unless required otherwise to be held by the provisions of any prior indenture) shall be held by the Corporate Trustee hereunder pursuant to the provisions hereof.

Any company, all or part of whose capital stock shall be subject to this indenture, may be consolidated with any other company upon such terms as may be approved by the Corporate Trustee; *provided, however,* that there shall be subjected to the lien of this indenture a majority of the capital stock of the consolidated company if previous to such consolidation a majority of the capital stock of one of the consolidating companies was so subject.

Any company, all or part of whose capital stock shall be subject to this indenture, may merge into itself, or take a conveyance of the property and franchises belonging to, any other company, if in so doing the amount of the capital stock of such merging or purchasing company not subject to this indenture be not increased.

§ 7. Unless some one or more of the events of default enumerated in Section 2 of Article Seven of this indenture shall have occurred and be continuing, the Railroad Company at any time and from time to time may consent to the refunding, renewal or extension by any other company of any issue of its bonds or obligations the whole or part of which shall be subject to this indenture. If the bonds or obligations so to be refunded shall be secured by mortgage or pledge, the bonds or obligations to be

issued in place of and in substitution for them shall be secured by a mortgage or pledge (of equal rank to the mortgage or pledge securing the bonds so refunded) upon or of the same property, or the same and additional property, and such mortgage or instrument of pledge may authorize the issuance of bonds to an amount greater than that of the issue to which the bonds so held by the Corporate Trustee belong, if such additional issue is for the purpose of refunding prior debt of such company not theretofore subordinate in lien to the bonds subject to this indenture so refunded. In case any bonds or obligations subject to this indenture shall be refunded, an equal amount of the refunding bonds or obligations shall *ipso facto* forthwith become subject to this indenture, and shall be lodged and be held in the same manner as those for which they are substituted. In case any bonds or obligations subject to this indenture shall be so renewed or extended, such bonds or obligations as so renewed or extended shall continue to be secured as before and shall remain subject to this indenture in the same manner as theretofore.

Unless some one or more of the events of default enumerated in Section 2 of Article Seven of this indenture shall have occurred and be continuing, the Corporate Trustee in behalf of the Trustees, if requested in writing by the Railroad Company, shall consent to any such refunding, renewal, extension or substitution, *provided,* that the Corporate Trustee shall have received the opinion of any counsel approved by it (who may be of counsel for the Railroad Company) that any such renewal, extension or substitution is in compliance with the provisions of this Section 7 of Article Six, which opinion shall be conclusive evidence in the premises. In case such a default shall have occurred and shall be continuing, the Corporate Trustee in behalf of the Trustees, on receiving the opinion of counsel as aforesaid, may, in its discretion, consent to such refunding, renewal or extension as above provided, without the consent or request of the Railroad Company.

§ 8. The Trustee holding the same may make any exchange, substitution, cancelation or surrender of bonds or obligations or stocks required for the accomplishment of the purposes of this Article Six and may receive the opinion of any counsel approved by it (who may be of counsel for the Railroad Company) as to the legal effect of any action taken or to be taken hereunder, and as to the steps necessary to be taken to consummate the same, and as to any other matter under this Article Six; and such opinion shall be full protection to each of the Trustees for any action by either of the Trustees taken pursuant thereto.

Article Seven

Remedies of Trustees and Bondholders.

Section 1. In case any coupon or claim for interest on any of the bonds hereby secured shall have been funded or extended by or with the consent of the Railroad Company, such coupon or claim for interest so funded or extended shall not be entitled, in case of default hereunder, to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all said bonds that shall be outstanding and of all coupons and claims for interest thereon that shall not have been so funded

or extended. If any coupons or claims for interest on any of said bonds at or after maturity shall be owned by the Railroad Company, then such matured coupons or claims for interest shall not be entitled to the benefit or security of this indenture; and the Railroad Company covenants that all such coupons and claims for interest so owned by it or after their maturity shall promptly be canceled.

§ 2. In case of the happening of one or more of the following events—elsewhere in this indenture sometimes termed "events of default"—that is to say:

(1) Default in the due and punctual payment of the principal of any of the bonds hereby secured, when the same shall have become due and payable, whether at maturity or by declaration or otherwise;

(2) Default in the payment of any installment of interest on any of the bonds hereby secured, when and as the same shall have become payable as therein and herein expressed, and such default shall have continued for the period of six months;

(3) Default in the payment of the principal of any of the bonds secured by the General Mortgage of the Railroad Company dated March 2, 1908, or of the principal of any of the bonds secured by the Illinois Division Mortgage of the Railroad Company dated July 1, 1899, or of the principal of any of the bonds secured by the Nebraska Extension Mortgage of the Railroad Company dated May 2, 1887, when such principal of any of such bonds shall have become due and payable under the provisions of the bond or of the mortgage securing the same (subject, however, to the right to extend the payment thereof as provided in Section 6 of Article Five of this indenture); or

(4) Default in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Railroad Company, and any such default shall have continued for the period of six months after written notice thereof shall have been given to the Railroad Company by the Corporate Trustee or by the holders of ten per cent in principal amount of the bonds hereby secured then outstanding:

Then, and in each and every such case of default, and during the continuance thereof, the Trustees personally or by their agents or attorneys, or (if by written notice to the Railroad Company and to the Individual Trustee the Corporate Trustee shall declare that it deems it advisable) the Individual Trustee only, personally or by his agents or attorneys, may enter upon the mortgaged premises, and may exclude the Railroad Company, its agents and servants, wholly therefrom; and having and holding the same, either personally or by receivers, agents, servants or attorneys, may use, operate, manage and control said premises, regulate the tolls for the transportation of passengers and freight thereon and conduct the business thereof to the best advantage of the holders of the bonds and other indebtedness hereby secured; and upon every such entry, at the expense of the trust estate, from time to time may make all such necessary or proper repairs, renewals, replacements and useful alterations, additions, betterments and improvements to said premises as to the Trustees or Trustee in possession may seem judicious, and may purchase or otherwise

secure the use of additional engines, rolling stock, tools and machinery for use thereon, and either in the name of the Railroad Company or otherwise, as the Trustees or Trustee in possession shall deem best, may manage and operate the mortgaged premises and exercise all rights and powers of the Railroad Company in respect thereof, and the Trustees or Trustee in possession shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits thereof; and after deducting all expenses incurred hereunder and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon said premises or any part thereof, as well as just and reasonable compensation for the services of the Trustees and for all agents, clerks, servants and other employees by them or either of them properly engaged, the Trustees or Trustee in possession shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest thereon at the same rates, respectively, as were borne by the respective bonds on which such interest shall be in default; such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of the bonds hereby secured shall have become due by declaration or otherwise, to the payment of the amounts due for the interest and principal on said bonds, ratably to the persons entitled to such payment without any discrimination or preference.

These provisions, however, are not intended in anywise to modify the provisions of Section 1 of this Article Seven, but are subject thereto.

In case the Trustees or either of them shall have entered or shall have elected to enter as aforesaid, or in case a receiver of the property of the Railroad Company shall have been appointed, or in case default shall be made and shall continue as specified in this Section 2 of Article Seven, the Corporate Trustee shall be entitled to vote on all shares of stock then subject to this indenture, and, for the benefit of the holders of the bonds and other indebtedness hereby secured, shall be entitled to collect and receive all dividends on the shares of stock that then shall be subject to this indenture, and all sums payable for principal, interest or otherwise upon any bonds or obligations that then shall be subject to this indenture, and to apply as hereinbefore provided the net moneys received; and, as holder of any such shares of stock and of any such bonds, to perform any and all acts, or to make or execute any and all transfers, requests, requisitions or other instruments, for the purpose of carrying out the provisions of this Section 2 of Article Seven; but in the event that a receiver of any railroad upon which this indenture is a direct lien shall have been appointed and shall be in possession thereof, the Corporate Trustee from time to time in its discretion may, and if requested by the holders of a majority in amount of the bonds hereby secured it shall, turn over to such receiver any part or all of the interest moneys and cash dividends declared and paid out of current earnings, so collected by it, and may co-operate with such receiver in managing and operating the entire system of the Rail-

road Company in such manner as the Corporate Trustee shall deem for the best interest of the holders of the bonds hereby secured.

§ 3. In case of the happening of any of the events of default enumerated in Section 2 of this Article Seven, then and in each and every such case of default, during the continuance of such default, either (a) the Trustees (or, if the Trustees deem it to be advisable, the Individual Trustee alone) personally or by agent or attorney, with or without entry, in their or his discretion may sell subject to the liens thereon which then shall be prior and superior to the lien of this indenture, to the highest and best bidder, all and singular the mortgaged premises—including stocks, bonds, franchises, interests, appurtenances, and other real and personal property of every kind—and all right, title and interest therein and right of redemption thereof, which sale shall be made at public action at such place and at such time and upon such terms as the Trustees or the Individual Trustee, acting therein, may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; or (b) the Trustees, or either of them, may proceed to protect and to enforce the rights of the Trustees and of the holders of the bonds secured by this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustees or either of them acting therein, being advised by counsel, may deem most effectual to protect and enforce any of their rights or duties hereunder.

§ 4. In case (1) default shall be made in the payment of any installment of interest on any bond hereby secured, and any such default shall have continued for the period of six months, or in case (2) default shall be made in the payment of the principal of any of the bonds secured by the said General Mortgage of the Railroad Company, or of the principal of any of the bonds secured by the said Illinois Division Mortgage of the Railroad Company, or of the principal of any of the bonds secured by the said Nebraska Extension Mortgage of the Railroad Company, when such principal of any of such bonds shall have become due and payable under the provisions of the bonds or of the mortgage securing the same (subject to the provisions of Section 6 of Article Five of this indenture),—then at any time, during the continuance of such default, upon the written request of the holders of twenty-five per cent, in principal amount of the bonds hereby secured then outstanding, the Corporate Trustee, by notice in writing delivered to the Railroad Company, shall declare the principal of all bonds hereby secured then outstanding to be due and payable immediately, and upon any such declaration, the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable and before any sale of the property subject to the lien of this indenture shall have been made pursuant to the provisions of said General Mortgage, or of said Illinois

Division Mortgage, or of said Nebraska Extension Mortgage, or pursuant to the provisions of this Article Seven, all arrears of interest upon all of said bonds, with interest upon overdue installments of interest at the same rates respectively as were borne by the respective bonds of which installments of interest may be overdue, shall either be paid by the Railroad Company or be collected out of the mortgaged premises, and all defaults under this indenture and under such other mortgages shall have been remedied,—then and in every such case the holders of a majority in principal amount of the bonds hereby secured, then outstanding, by written notice to the Railroad Company and to the Corporate Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustees or either of them shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustees, then and in every such case the Railroad Company and the Trustees shall be restored to their former position and rights hereunder in respect of the mortgaged premises; and all rights, remedies and powers of the Trustees shall continue as though no such proceeding had been taken.

§ 5. Upon the written request of the holders of twenty-five per cent. in principal amount of the bonds hereby secured, in case of any continuing default as mentioned in Section 2 of this Article Seven, it shall be the duty of the Trustees, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of their rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustees, being advised by counsel, shall deem most expedient in the interest of the holders of the bonds secured; but anything in this indenture to the contrary notwithstanding, the holders of seventy-six per cent. in interest of the bonds hereby secured then outstanding, from time to time shall have the right to direct and control the action of the Trustees in any proceedings under this Article Seven of this indenture; *provided, however,* that nothing in this Section 5 shall be deemed to require the Corporate Trustee to perform in any jurisdiction any act which by the law of such jurisdiction the Corporate Trustee is forbidden or disabled to perform.

§ 6. In the event of any sale, whether made under the power of sale herein granted, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the mortgaged premises, including stocks, bonds and indebtedness, shall be sold in one parcel and as an entirety, unless such sale as an entirety be impracticable by reason of some statute or other cause, or unless the holders of a majority in principal amount of the bonds hereby secured, then outstanding, shall in writing request the Trustees to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as shall be specified in such request.

§ 7. Notice of any such sale pursuant to any provision of this indenture shall state the time when and the place where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive calendar weeks prior to such sale in two newspapers published in the Borough of Manhattan in the City of New York, State of New York, and in one newspaper published in the City of Chicago, State of Illinois, and otherwise as may be required by law.

§ 8. From time to time the Trustees or Trustee, or other person, acting therein, may adjourn any sale to be made under the provisions of this indenture, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

§ 9. Upon the completion of any sale or sales under or by virtue of this indenture, the Trustees shall execute and shall deliver to the accepted purchaser a good and sufficient deed or other instrument conveying, assigning and transferring the property and franchises sold. The Trustees and their successors are hereby appointed the attorneys irrevocable of the Railroad Company, in its name and stead, to make all necessary conveyances and assignments of property, and all necessary transfers, of shares of stock and bonds or other obligations sold, and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Railroad Company hereby ratifying and confirming all that its said attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Railroad Company, if so requested by the Trustees, shall join in the execution and delivery of such conveyances, assignments and transfers.

Any such sale made under or by virtue of this indenture, whether under the power of sale herein granted or pursuant to judicial proceedings, shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Railroad Company, in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Railroad Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold or any part thereof, from, through or under the Railroad Company or its successors or assigns.

The personal property and chattels conveyed or intended to be conveyed by this indenture, other than stock, bonds and other securities and claims, shall be held and taken to be fixtures and appurtenances of the mortgaged railroads.

§ 10. The receipt of the Corporate Trustee or other person authorized to receive the same, for the purchase mony, shall be a sufficient discharge therefor to any purchaser of the property or any part thereof sold as aforesaid; and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such purchase

money, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

§ 11. In case of any sale under the provisions of this Article Seven, whether made under the power of sale herein granted or pursuant to judicial proceedings, or in case of any sale in foreclosure of the said General Mortgage of the Railroad Company, or of said Illinois Division Mortgage of the Railroad Company, or of said Nebraska Extension Mortgage of the Railroad Company, the whole of the principal sums of the bonds hereby secured, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

§ 12. The purchase money, or the proceeds or avails of any such sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustees or either of them under any of the provisions of this indenture as part of the trust estate, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all expenses, liabilities or advances made or incurred by the Trustees or either of them under this indenture, and to the payment of all taxes, assessments or liens prior to the lien of this indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made.

Second. To the payment equally and ratably of the whole amount then owing or unpaid for principal and interest, upon the bonds and coupons hereby secured with interest on the principal and the overdue installments of interest at the same rates respectively as were borne by the respective bonds whereof the principal or installments of interest may be overdue, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest, except as otherwise provided in Section 1 of this Article Seven.

Third. To the payment of the surplus, if any, to the Railroad Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

§ 13. Upon any sale as aforesaid, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any bonds and any matured and unpaid interest obligations secured by this indenture (except as otherwise provided in Section 1 of this Article Seven), by presenting the bonds or other evidences of any of such indebtedness hereby secured so that there may be credited as paid thereon the sums applicable to such payment pursuant to the provisions of Section 12 of this Article Seven; and such purchaser shall be credited on account of the purchase price of the property purchased, with the sums payable out of such net proceeds on the bonds and coupons so

presented; and at any such sale any bondholder or any other person may bid for and purchase such property, and may make payment therefor as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

§ 14. The Railroad Company will not at any time insist upon or plead, or in any manner whatever claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force; nor will it claim, take or insist on any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision contained in this indenture or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right conferred by any statute enacted by any state, or otherwise, to redeem the property so sold, or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws and covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustees or either of them, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

§ 15. Upon filing a bill in equity, or upon commencement of any other judicial proceedings to enforce any right of the Trustees or of the bondholders under this indenture, the Trustees shall be entitled to exercise the right of entry herein conferred and provided to be exercised by the Trustees upon the occurrence and continuance of default, as hereinbefore provided; and as matter of right the Trustees shall be entitled to the appointment of a receiver of the mortgaged premises, and of the earnings, income, revenue, rents, issues and profits thereof, with such powers as the court making such appointment shall confer; but notwithstanding the appointment of any receiver, the Corporate Trustee shall be entitled to continue to retain possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with the Trustees under this indenture.

§ 16. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust hereof or for the appointment of a receiver, or for any other remedy hereunder, unless the holders of twenty-five per cent. in principal amount of the bonds hereby secured then outstanding, shall have requested the Trustees in writing to take action in respect of the matter complained of, and shall have afforded to them a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in their own name; nor unless also such bondholders shall have offered to the Trustees security and indemnity satisfactory to them against the costs, expenses and liabilities to be incurred therein or thereby, nor unless the Trustees shall have refused or neglected to act on such notice, request and indemnity; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustees, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the

appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

All rights of action under this indenture may be enforced by the Trustees without the possession of any of the bonds or coupons hereby secured or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustees, or either of them, shall be brought, as the case may be, in their or its or his own name, and any recovery of judgment shall be for the ratable benefit of the holders of said bonds and coupons and the other indebtedness hereby

§ 17. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees, or to the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

§ 18. No delay or omission of the Trustees, or either of them, or of any holder of bonds or other indebtedness secured by this indenture, to exercise any right or power arising from any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein.

§ 19. The Railroad Company covenants that (1) in case default shall be made in the payment of any interest or any bond or bonds at any time outstanding and secured by this indenture, and such default shall have continued for the period of six months, or (2) in case default shall be made in the payment of the principal of any of such bonds when the same shall have become payable, whether upon the maturity of said bonds, or upon a declaration as authorized by this indenture, or upon a sale as set forth in Section 11 of this Article Seven,—then, upon demand of the Corporate Trustee, the Railroad Company will pay to the Corporate Trustee, for the benefit of the holders of the bonds and coupons hereby secured, then outstanding, the whole amount that then shall have become due and payable on all such bonds and coupons then outstanding, for interest or principal, or both, as the case may be, with interest upon the overdue principal and installments of interest at the same rates respectively as were borne by the respective bonds whereof the principal or installments of interest shall be overdue; and in case the Railroad Company shall fail to pay the same forthwith upon such demand, the Trustees, or either of them (the other having in writing given assent thereto), in their, his or its own names or name, and as the trustees or trustee of an express trust, shall be entitled to recover judgment against the Railroad Company for the whole amount so due and unpaid.

The Trustees or either of them shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this indenture, and the right of the Trustees to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this indenture or the foreclosure of the lien hereof; and in case of a sale of the property subject to this indenture, and of the application of the proceeds of sale to the payment of the debt secured by this indenture, the Trustees, or either of them (the other having in writing given assent thereto) in their, his or its own names or name, and as trustees or trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the bonds issued under this indenture and then outstanding for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees, or either of them, and no levy of any execution upon any such judgment upon property subject to this indenture, or upon any other property, shall in any manner or to any extent affect the lien of this indenture upon the property or any part of the property subject to this indenture, or any rights, powers or remedies of the Trustees hereunder, or any lien, rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies of the Trustees and of the bondholders shall continue unimpaired as before.

Any moneys thus collected by the Trustees, or either of them, under this Section 19 of Article Seven shall be applied by the Trustees towards payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 1 of this Article Seven), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Corporate Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

Nevertheless, the foregoing provisions of this Section 19 of Article Seven and the powers hereby granted to the Trustees are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon said bonds or coupons hereunder, or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this indenture upon the mortgaged premises, the lien of this indenture upon any of the mortgaged premises or the security hereby provided for would be surrendered, waived or lost, despite the foregoing provisions of this Section 19 of Article Seven, neither the Trustees nor either of them shall have power to commence such action at law or to exercise such prior or concurrent remedy.

In case any statute now in force which provides that the commencement of an action to recover a debt secured by mortgage shall be deemed a waiver of the security thereof, or which prohibits the exercise of any

other remedy prior to or concurrently with proceedings to enforce the lien of a mortgage upon the premises mortgaged, or impedes or suspends the virtue of any of the foregoing provisions of this Section 19 of Article Seven, of which statute the Railroad Company might take advantage despite said provisions, shall hereafter be repealed or cease to be in force, such statute shall not be deemed to have become or be a part of the contract contained in this indenture.

Nothing in this Section 19 of Article Seven or elsewhere in this indenture or in the bonds or in the coupons attached to coupon bonds shall affect or impair the obligation of the Railroad Company, which is unconditional and absolute, to pay the principal and interest of the bonds to the respective holders of the bonds and to the respective holders of the coupons attached to coupon bonds, at the times and places in such bonds and coupons stated, nor affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payment.

§ 20. At any time hereafter before full payment of the indebtedness secured hereby, and whenever it shall deem expedient for the better protection or security of such indebtedness (although then there shall be no default entitling the Trustees to exercise the rights and powers conferred by Section 2 or Section 3 of this Article Seven), the Railroad Company, with the consent of the Corporate Trustee, may surrender and may deliver to the Trustees, or either of them, full possession of the whole or of any part of the mortgaged premises, and may authorize the Corporate Trustee to collect the dividends and interest on all shares of stock, bonds and other obligations subject to this indenture, and to vote upon all such shares of stock, for any period, fixed or indefinite. In such event the Trustees, or (if the Corporate Trustee shall deem it advisable) the Individual Trustee, shall enter into and upon the mortgaged premises so surrendered and delivered, and shall take and receive possession thereof, for such period, fixed or indefinite, as aforesaid, without prejudice, however, to the right of the Trustees, or either of them, at any time subsequently, when entitled thereto by any provision hereof, to insist upon maintaining and to maintain such possession though beyond the expiration of any such prescribed period; and the Trustee entering upon such possession from the time of entry, shall work, maintain, use, manage, control and employ the mortgaged premises in accordance with the provisions of this indenture, and shall receive and apply the income and revenues thereof as provided in Section 2 of this Article Seven. Upon application of the Trustees, and with the consent of the Railroad Company if then there be no continuing default such as is specified in said Section 2 of this Article Seven, and without such consent if then there shall be such a continuing default, a receiver may be appointed to take possession of, and to operate, maintain and manage, the whole or any part of the mortgaged premises, and the Railroad Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situated; and in every case, when a receiver of the whole or of any part of said mortgaged premises shall be appointed under this Section 20 of Article Seven, or otherwise, the net income and profits of such property shall be paid over to, and shall be received by, the Cor-

porate Trustee for the benefit of the holders of the bonds and the other indebtedness secured by this indenture.

The provisions of this Section 20, however, are subject to the exclusive right of the Corporate Trustee to retain possession and control of any stocks, bonds, cash and indebtedness pledged or to be pledged with the Trustees hereunder.

§ 21. The Trustees shall have power to institute and to maintain such suits and proceedings as they may be advised shall be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Railroad Company, or of others, in violation of this indenture or unlawful, or as the Trustees may be advised shall be necessary or expedient to preserve and to protect its interests and the security and interests of the holders of the indebtedness hereby secured, in respect of the property subject to this indenture, or in respect of the income, earnings, rents, issues and profits thereof, including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the holders of the indebtedness hereby secured or of the Trustees.

§ 22. Nothing in this indenture, or in the bonds issued hereunder, expressed or implied, is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of bonds secured by this indenture, any legal or equitable right, remedy, or claim under or in respect of this indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of the bonds hereby secured.

§ 23. Anything in this indenture to the contrary notwithstanding, in case several series of bonds be outstanding under this indenture and default shall be made in the principal or interest of the bonds of any one or more of said series and not in respect of the bonds of one or more others, then whatever action in this Article Seven it is provided may or shall be taken upon such default (continuing as in this indenture provided), by or upon the request of the holders of a specified percentage of bonds outstanding, may or shall be taken, in respect of the bonds of the series in respect of which such default shall have been made, by or upon the request of the holders of a majority in amount of the outstanding bonds of such series upon which such default shall have occurred.

Article Eight

Bondholders' Acts, Holdings and Apparent Authority

Any request or other instrument required by this indenture to be signed and executed by bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execu-

tion of any such request or other instrument, or of a writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and may be received as conclusive, by the Trustees and each of them, if made in accordance with the provisions of this Article Eight.

The fact and date of the execution by any person of any such request or other instrument in writing, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the State of New York, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

The aggregate amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as a bondholder, and the distinctive numbers of such bonds, and the date of his holding the same (which holding the Trustees may deem to continue until the Corporate Trustee shall have received notice in writing to the contrary), may be proved by a certificate executed by any trust company, bank, bankers or other depositary, wherever situated, setting forth that at the date therein mentioned such person had on deposit with such depositary the bonds described in such certificate, or such facts may be proved by the certificate or affidavit of the person executing such request or other instrument as a bondholder, if any such certificate or affidavit shall be deemed by the Corporate Trustee to be satisfactory.

The fact and date of execution of any request or other instrument, and the amount and numbers of coupon bonds held by the person so executing such request or other instrument, may also be proved in any other manner which the Corporate Trustee may deem sufficient.

The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds.

Any request, consent or vote of the owner of any bond shall bind all future owners of the same bond, and of bonds issued in exchange therefor or in place thereof, in respect of anything done or suffered by the Trustees, in pursuance of such request, consent or vote.

Article Nine

Releases of Mortgaged and Pledged Property

Section 1. From time to time, subject to the conditions and limitations in this Article Nine prescribed and not otherwise, and upon delivery to the Corporate Trustee of (1) the written request of the Railroad Company, (2) a certified copy of a resolution of its Board of Directors authorizing such request, and (3) the certificate of its President or one of its Vice Presidents and its Chief Engineer or Treasurer or Comptroller or other chief accounting officer, which certificate shall conform to the provisions hereinafter in this section set forth,—the Trustees shall release from the lien of this indenture any part of the right of ways, lands, leaseholds and other property (other than stocks, bonds or securities) then subject to this indenture and specified in such resolution and certificate.

Such certificate shall set forth (*a*) a description of the property a release of which is requested, and that such property is not necessary or advantageous for the operation, maintenance or use of any of the lines of railroad which or the leases of which are then subject to the lien of this indenture or for use in connection with the business of the Railroad Company, or that the release thereof is required as an incident to changes or modification in the purpose, route or location of a line of railroad or a terminal; (*b*) that the general integrity and continuity of the system of lines of railroad of the Railroad Company will not be impaired by the execution of the release requested; (*c*) that the release requested is required for the purpose of carrying out an agreement for the sale of the property to be released or for the exchange thereof for other property, or as an incident to some change or modification in the purpose, location or route of a line of railroad subject to the lien of this indenture, or as an incident to some change or modification in some terminal subject to this indenture; (*d*) the selling price of the property a release of which is requested, if such property is to be sold, and a description of the property, if any, to be received in exchange therefor; and (*e*) that the fair value of the property a release of which is requested is not greater than the price at which the same is to be sold, or the fair value of the property to be received in exchange, as the case may be; but such statement of value shall not be required in a case where the property is not to be sold or exchanged but the release thereof shall be requested as incident to some change or modification in the purpose, location or route of a line of rail road or terminal.

§ 2. From time to time the Trustees shall release from the lien of this indenture any franchise or portion thereof which is to be or shall have been surrendered by the Railroad Company, and any tracks and structures which are to be or shall have been removed or abandoned by it, *provided*, that such surrender of franchise or such removal or abandonment of tracks or structures shall be made or shall have been made pursuant to authority of law, and *provided further* that the general integrity and continuity of the system of lines of railroad of the Railroad Company shall not be thereby impaired. Such release shall be executed by the Trustees upon delivery to the Corporate Trustee of (1) the written request therefor of the Railroad Company, (2) a certified copy of a resolution of its Board of Directors authorizing such request, (3) the certificate of the President or a Vice President and the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company setting forth the facts relating to such surrender, removal or abandonment, and that the general integrity and continuity of the system of lines of railroad of the Railroad Company will not be thereby impaired, (4) a copy of any authority of any public agency, if such there be authorizing the surrender, removal or abandonment, or a copy of the agreement or a statement of the legal requirement to comply with which such release is requested, and (5) the written opinion of counsel for the Railroad Company that the release requested is in accordance with or pursuant to clause (4) of this Section 2.

§ 3. If, by a final decree of any competent court having jurisdiction in the premises, in an action or proceeding to which the Trustees are parties, the Railroad Company shall be required to part with the ownership, possession or operation of any portion or portions of the mortgaged premises, then and in any such event such portion as it may be so required to part with shall be released from the lien of this indenture upon such terms and conditions as in such decree may be prescribed.

§ 4. Any property acquired by the Railroad Company in exchange for or to take the place of any property released hereunder, or as incident to a change or modification in right of way or terminals, *ipso facto* shall become and shall be subject to the lien of this indenture as fully as if specifically mortgaged hereby; but, if requested by the Trustees, the Railroad Company will convey the same to them by appropriate deeds and assignments upon the trusts and for the purposes of this indenture. The Railroad Company shall deliver to the Corporate Trustee the written opinion of counsel for the Railroad Company to the effect either that such deeds or other instruments are sufficient for that purpose, or that any such deeds or other instruments are not necessary to subject any such property to the lien of this indenture as aforesaid.

§ 5. The Railroad Company may sell and dispose of any stocks, bonds or other securities which at any time may be subject to the lien of this indenture; *provided,* that the same shall be sold for not less than the full and fair value thereof.

Upon the request of the Railroad Company, evidenced by resolution adopted by vote of not less than two-thirds of the whole number of its Board of Directors, and upon the certificate of its President or one of its Vice Presidents and of its Chief Engineer or Treasurer or Comptroller or other chief accounting officer, stating the price at which such stock, bonds or other securities are to be sold or shall have been sold, and that such price is the full and fair value thereof, and any other facts which the Corporate Trustee may require to be stated concerning the same, the Trustees shall release such stocks, bonds or other securities so sold from the lien of this indenture, and shall deliver the same, if in the possession of either of the Trustees, to the purchaser thereof pursuant to the provisions of the resolutions aforesaid; *provided, however,* that the consideration therefor shall be simultaneously paid over to the Corporate Trustee unless applied in accordance with the terms of a prior pledge or assignment, and *provided, further,* that if the Corporate Trustee shall so request, the full and fair value of such stocks, bonds or other securities so to be released shall be appraised by an appraiser or appraisers appointed by the Railroad Company and satisfactory to the Corporate Trustee.

The Trustees may also, anything in this section notwithstanding, upon like request of the Railroad Company, release any stocks, bonds or other securities from the lien of this indenture upon the delivery or assignment to the Corporate Trustee, to be held hereunder, of other stocks, bonds or securities equal in value to those released, the value of the released and substituted stocks, bonds or other securities to be appraised, if requested by the Corporate Trustee, in the manner hereinbefore provided in this

section in the case of a sale thereof; *provided*, that (except in the case of any bridge, depot or terminal company), it shall not sell or dispose of less than the entire amount of stock (except for the purpose of qualifying officers or directors) or the entire amount of bonds or other securities of any one corporation held subject to the lien hereof; and *provided, further*, that the Trustees shall, upon request of the Railroad Company, without the substitution of other stocks, bonds or securities equal in value, release from the lien of this indenture such number of the shares of capital stock of any bridge, depot or terminal company at any time pledged hereunder, as may be required to be transferred by the Railroad Company in the pro rata reduction in the number of shares held by all the tenant or proprietary companies, including the Railroad Company, upon the admission of a new tenant or proprietary company into the use of the facilities of such bridge, depot or terminal company.

§ 6. All moneys receivable for property released as provided in Sections 1, 2, 3 or 5 of this Article Nine, and all moneys receivable as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, and, except as in this indenture otherwise provided, any and all other moneys at any time receivable by the Trustees or either of them, unless applied in accordance with the requirements of mortgages or pledges constituting prior liens thereon or on part thereof, shall be received and be held by the Corporate Trustee as part of the trust estate, and, at the request of the Railroad Company and under its direction shall be paid over to the Railroad Company from time to time for any of the purposes specified in Sections 4, 6 and 7 of Article Three of this indenture, or for payment of bonds issued hereunder and not refunded by the issue of other bonds hereunder, upon compliance with requirements applicable to the payment to the Railroad Company of deposited moneys under said Section 6 of Article Three.

Any of the said moneys may also be used by the Railroad Company for the purchase of bonds previously issued under the provisions of this indenture, at a price or at prices not exceeding the fair market value thereof at the time of purchase at not more than their principal amount and interest accrued thereon; which bonds, when purchased, shall be deposited with the Corporate Trustee, to be held by it uncanceled, and subject to sale at the request of the Railroad Company, unless the Railroad Company, acting through resolution of its Board of Directors, shall request the Cancelation thereof; in which latter event, the Corporate Trustee, upon receipt from the Railroad Company of a duly authenticated copy of such resolution, shall forthwith cancel the bonds specified in such resolution. Any bond or bonds so held by the Corporate Trustee may at any time be sold by the Railroad Company at a price or at prices not less than the fair market value thereof at the time of sale. When any such sale shall be made by the Railroad Company, the Corporate Trustee, upon receipt of the price of the bond or bonds sold, and upon request of the Railroad Company acting through resolution of the Board of Directors, shall deliver the bonds so sold either to the Railroad Company or to the purchaser thereof, and the proceeds thereof shall form part of the moneys available for use by the

Railroad Company for the purposes and in the manner in this Section specified.

§ 7. In case there shall be conveyed to the Railroad Company any line of railroad which is leased to it under a lease assigned to the Trustees hereunder, the stock of the lessor company, if any thereof shall have been deposited hereunder, shall be released from the lien of this indenture and canceled, unless the lessor company shall own property other than that so conveyed, in which latter case the whole of the stock of the lessor company owned by the Railroad Company and held by the Trustees or either of them hereunder, or such part thereof as may be required for the purpose, may by the Railroad Company be sold, applied or disposed of in consummating the purchase of such leased railroad or in connection with such purchase, or in connection with the disposition of assets remaining in such lessor company after such conveyance of its railway, and for such purpose shall be released by the Trustees from the lien of this indenture.

In the event that the Railroad Company shall have acquired the title in fee to any railroad or terminal property on which mortgage debt shall be outstanding, the whole of which shall previously have been pledged hereunder, the Trustees, at the request of the Railroad Company contained in a resolution of its Board of Directors, may cancel and discharge all such mortgage debt, so as to release such railroad from the lien thereof.

§ 8. From time to time, while in possession of the mortgaged premises, the Railroad Company shall have full power, in its discretion, and without any action by or notice to the Trustees, to dispose of any portion of the fixtures, machinery, implements, motive power, rolling stock, marine equipment, or other chattels, at any time held subject to the lien hereof, which may have become unserviceable or which it may not be necessary or advantageous longer to retain for use in connection with the mortgaged premises, replacing the same (subject to the provisions of Section 7 of Article Five) by new fixtures, machinery or other property, or substituting property of equal value thereto, which shall become subject to the lien of this indenture.

§ 9. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article Nine be required to see to the application of the purchase price.

§ 10. Except as otherwise in this indenture provided, the Railroad Company from time to time may terminate, release or make changes or alterations in, or substitutions of, any leases, trackage rights, agreements or contracts that are subject to this indenture, and in any such event any modified, altered or substituted leases, trackage rights, agreements or contracts forthwith shall become bound by and be subject to the terms of this indenture, in the same manner as those previously existing; but nothing in this Section 10 of Article Nine contained shall be construed as giving to the Railroad Company power to make any lease of, or to grant trackage rights upon, the mortgaged premises, or to enter into any contract affecting the same, except subject to the prior lien of this indenture.

§ 11. In case one or more of the events of default enumerated in Section 2 of Article Seven hereof shall have occurred and shall be continuing,

the Trustees shall not execute, on the request of the Railroad Company, a release of any of the property subject to this indenture. If such an event of default shall have occurred and shall be continuing, then, in case any of the property subject to this indenture shall be in the possession of a receiver lawfully appointed, the powers in and by this Article Nine conferred upon the Railroad Company and which it might exercise but for the default, may be exercised by such receiver with the approval of the Corporate Trustee, and if the Trustees or either of them shall be in possession of any of the mortgaged railroad under any provision of this indenture, then all the powers in this Article Nine conferred upon the Railroad Company may be exercised by the Trustees as deemed best by the Corporate Trustee in its discretion.

§ 12. A certificate signed by the President or any Vice President and by the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company and the opinion of counsel, as hereinbefore provided, may be received by the Trustees as conclusive evidence of any of the facts mentioned in this Article Nine, and shall be full warrant and protection to the Trustees and each of them for any action taken by them or either of them on the faith thereof.

Article Ten.

immunity of officers, directors and stockholders.

No recourse shall be had for the payment of the principal of or the interest upon any bond issued under this indenture, or for any claim based thereon, or otherwise in respect thereof or of this indenture, against any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this indenture and all the bonds and coupons hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or is incurred by any incorporator, stockholder, officer or director, past, present or future, of the Railroad Company because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants, promises or agreements contained in this indenture or in any of the bonds or coupons issued hereunder or to be implied herefrom; and any and all personal liability of every name and nature of, and any and all rights and claims against, every such incorporator, stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as part of the consideration for, the execution of this indenture and the issue of the bonds and interest obligations hereby secured.

Article Eleven.

supplemental indentures.

Section 1. The Railroad Company, when authorized by resolution of its Board of Directors, and the Trustees, or either of them, from time to time and at any time, may enter into an indenture or indentures supplemental

hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(a) To convey, transfer and assign to the Trustees and to subject to the lien of this indenture, with the same force and effect as though included in the granting clauses hereof, additional railroads or leases thereof, bonds, shares of capital stock, equipment and any other property then owned by the Railroad Company, acquired by it through consolidation or merger or by purchase, or otherwise. The prior debt secured by mortgage to which any lines of railroad so conveyed shall be subject, shall be specified and described and the amount thereof stated in such supplemental indenture; and the prior debt so specified and described shall thereupon and thereafter be deemed and taken to be included in Section 2 of Article Three hereof.

(b) To specify and state the bonded indebtedness, and the amount thereof, of any company which hereafter shall be consolidated with or merged into, or whose railroad property hereafter shall be acquired by, the Railroad Company, although such bonded indebtedness may not be secured by mortgage, which bonded indebtedness is to be regarded as forming a part of the prior debt of the Railroad Company, and to retire which, at or before maturity, bonds are to be reserved as provided in Section 3 of Article Three hereof.

(c) To evidence the succession of another corporation to the Railroad Company, or successive successions, and the assumption by a successor corporation of the covenants, and obligations of the Railroad Company under this indenture.

(d) To add to the limitations on the authorized amount, issue and purposes of issue of bonds specified in Articles One and Three hereof, other limitations to be thereafter observed.

(e) To make provision in regard to matters or questions arising under this indenture as may be necessary or desirable and not inconsistent with this indenture.

§ 2. The Corporate Trustee and the Individual Trustee, or either of them, are hereby authorized to join with the Railroad Company in the execution of any such supplemental indenture to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

Article Twelve.

CONSOLIDATIONS AND MERGERS.

Section 1. Nothing contained in this indenture or in any bond hereby secured shall prevent any consolidation or merger of the Railroad Company with any other corporation or corporations, or a series of consolidations or mergers or successive consolidations or mergers to which the Railroad Company or its successor or successors shall be a party or parties; or any conveyance and transfer pursuant to sale under a judicial decree or pursuant to voluntary contract of sale or otherwise (subject to the continuing lien of this indenture and to all the provisions hereof and of any and all supplements hereto) of all the property subject to this indenture as an entirety,

to any other corporation at that time existing under and by virtue of the laws of any State or States or of the United States and empowered to acquire the same; *provided, however*, that no such consolidation, merger or sale shall impair the lien and security of this indenture or any of the rights or powers hereunder of the Trustees or either of them or of the holders of the indebtedness hereby secured, and that, upon any such consolidation, merger or sale, the due and punctual payment of the principal and interest of all of the bonds hereby secured, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this indenture and of any and all supplements hereto, shall be expressly assumed by the corporation formed by any such consolidation or merger or purchasing as aforesaid.

§ 2. In case of any such consolidation or merger or series of consolidations or mergers or successive consolidations or mergers, or in case of any such conveyance and transfer, and in case the successor corporation shall have assumed the due and punctual payment of the principal and interest of the bonds hereby secured and the performance of all the covenants and conditions of this indenture and any and all supplements hereto, such successor corporation shall succeed to and be substituted for the Railroad Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part; and, upon the order of such successor corporation, instead of the Railroad Company, and subject to all terms, conditions and limitations in this indenture and in any and all supplements hereto prescribed, the Corporate Trustee shall authenticate and shall deliver any of such bonds which previously shall have been signed and delivered by the Railroad Company to the Corporate Trustee for authentication and any of such bonds which thereafter shall be signed and delivered to the Corporate Trustee for that purpose. And such successor corporation may cause to be signed and issued, either in its own name or in the name of the Railroad Company, and under the corporate seal of either company, any and all bonds thereafter to be issued hereunder which theretofore shall not have been signed by the Railroad Company and delivered to the Corporate Trustee. All of the bonds issued in all respects shall have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof. In case of such consolidation or merger, or conveyance and transfer, such changes in phraseology and form (but not in substance) may be made in the bonds hereby secured, thereafter to be issued, as consequent upon such consolidation or merger or conveyance and transfer, may be appropriate. Neither of the Trustees shall be under any duty to see that any such successor corporation shall assume the payment of the bonds issued hereunder or the performance of the covenants or conditions hereof, except as a condition precedent to the vesting in such successor corporation of the rights and powers conferred by this Section 2 of Article Twelve.

In case of the consolidation of the Railroad Company with or the merger into it of a corporation any of the capital stock of which shall be pledged under this indenture, the lien of this indenture thereon shall terminate upon

such consolidation or merger becoming effective, and such capital stock, if then in the possession of either of the Trustees, shall be surrendered to the Railroad Company or to the successor corporation.

In case of the consolidation of the Railroad Company with or the merger into it of a corporation any of the bonds or other evidences of indebtedness of which shall be pledged under this indenture, the lien of this indenture thereon shall terminate upon such consolidation or merger becoming effective, and such bonds or other evidences of indebtedness, if then in the possession of either of the Trustees, shall be surrendered to the Railroad Company or to the successor corporation; *provided, however,* that such lien shall not terminate and such bonds or other evidences of indebtedness shall not be surrendered unless or until the railroad of the company so consolidated with or merged into the Railroad Company shall have been subjected to the lien of this indenture as in this Section 2 of Article Twelve hereinafter provided, nor unless or until there are no outstanding bonds or other evidences of indebtedness secured by lien upon said railroad, which lien is junior to the lien securing such bonds or other evidences of indebtedness held by either of the Trustees and prior to the lien of this indenture.

The Railroad Company covenants that, in the event of any such consolidation or merger, the railroad theretofore owned by the company whose capital stock or whose bonds or other evidences of indebtedness were so pledged shall be subjected to the lien of this indenture by supplement executed as provided in Article Eleven hereof; but such supplement may provide that the lien of this indenture on such railroad shall be subordinate to the liens which then there may be thereon and to the lien of other indentures or supplemental indentures, executed or to be executed, under which any or all of the prior debt of the Railroad Company may be secured.

§ 3. Nevertheless, before the exercise of the powers conferred by this Article Twelve, the Railroad Company, by instrument in writing executed by authority of its Board of Directors, by the affirmative vote of two-thirds of the whole number of directors, and delivered to the Trustees, may surrender any of the powers reserved to it, or to its successors, as aforesaid; and thereupon such power so surrendered shall terminate.

Article Thirteen.
concerning the trustees.

Section 1. Neither of the Trustees shall be answerable for the default or misconduct of the other, or of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; or for the exercise of any discretion or power hereunder, or for anything whatever in connection with this trust, except its or his own willful misconduct or gross negligence; nor shall either of the Trustees be accountable for the use of any bonds authenticated or delivered by the Corporate Trustee hereunder or of the proceeds thereof. The Trustees shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in their opinion or in the opinion of the Corporate Trustee shall be likely to involve expense or liability, unless as often as required by the Corporate Trustee one or more of

the holders of the bonds hereby secured shall furnish indemnity satisfactory to the Corporate Trustee against such expense or liability. The Trustees shall not be required to take notice of any default under this indenture, and for all purposes they conclusively may assume that there has been no default under this indenture, unless and until notified in writing of such default by the holders of at least ten per cent. in amount of the bonds hereby secured then outstanding; nor shall the Trustees or either of them be required to take any action in respect of any default, unless requested to take such action in respect thereof by a writing signed by the holders of not less than twenty-five per cent. in amount of the bonds hereby secured, then outstanding, or in case several series of bonds are outstanding and default shall be made in the principal or interest of any of the bonds of any one or more of said series and not in respect of the bonds of one or more others, unless requested to take such action by the holders of not less than twenty-five per cent. in amount of the bonds in respect to which default shall have been made, and in every such case tendered indemnity satisfactory to them as aforesaid. The foregoing provisions of this Section 1 of Article Thirteen are intended only for the protection of the Trustees and shall not affect any discretion or power by any provision of this indenture given to the Trustees or to the Corporate Trustee to determine whether or not they or it shall take action in respect of any default, or any other discretion or power given to the Trustees without such notice or request.

The Trustees shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts hereby created, and the Railroad Company agrees to pay such compensation, as well as all expenses necessarily incurred or disbursed by the Trustees hereunder, and to indemnify the Trustees against any liability or damages incurred or sustained by them under this indenture; and the Trustees shall have a lien for such compensation, expenses and indemnity on the mortgaged premises prior to the lien of the bonds and other indebtedness secured by this indenture.

The Trustees shall incur no liability to anybody in acting upon any notice, request, consent, certificate, note, bond, document or paper believed by them or either of them to be genuine and to have been signed by the proper person.

When reasonably necessary, the Trustees may advise with legal counsel to be selected and employed by them and the reasonable expenses therefor shall be paid by the Railroad Company, and the Trustees shall not be liable for anything done or suffered in good faith by them in accordance with the opinion of counsel.

The recitals and statements in this indenture and in said bonds and coupons contained shall be taken as statements by the Railroad Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Trustees, nor shall the Trustees be held responsible for the legality or validity of this indenture or of said bonds or coupons or of any supplemental indenture or any instrument of further assurance.

In executing this indenture the Trustees make no covenant or representation respecting the rights of the holders of any of the bonds or other in-

debtedness secured by this indenture, or the title or interest of the Railroad Company in or to the mortgaged premises or respecting the validity of any assignment under which any securities held hereunder were acquired by the Railroad Company or assigned to the Trustees, or the sufficiency of the security afforded by the mortgaged premises.

The Trustees shall not be responsible for the recording, registration, filing or refiling of this indenture or of any supplemental indenture or of any instrument of further assurance or of any deed or mortgage which they may hereafter receive as hereinabove provided, as a mortgage of real estate or as a chattel mortgage, or for the renewing of the lien hereof or thereof or for the affixing or cancelation of any revenue stamps, nor shall the Trustees be under any duty to give notice to anybody of this or of any such other indenture or instrument, or of any instrument of assignment or pledge supplementing this indenture, and the Trustees may authenticate and deliver the bonds in accordance with the provisions hereof notwithstanding that this indenture shall not have been recorded or filed.

It is expressly understood that the Trustees, shall be under no duty or liability in respect to any tax which may be assessed against either the Railroad Company or the Trustees or against the owners of the bonds or other indebtedness hereby secured in respect to their interest in the mortgaged premises hereunder or under any future mortgage or supplemental indenture which may be executed to the Trustees under the provisions of this indenture, or against the mortgaged premises hereunder or under any such future mortgage or supplemental indenture, nor shall the Trustees be under any duty to pay or see to the payment of such tax, or to take any notice of the assessment therefor or to give any notice thereof to the holders of the bonds or other indebtedness secured hereby or any other person; nor shall the Trustees be under any duty to accept any mortgage or assignment or pledge to be given under any of the provisions of this indenture or to do any act which shall necessitate the acceptance by them of such mortgage or assignment or pledge, if the acceptance thereof shall impose any liability upon them to see to the payment of any such tax; and for any expense or liability which the Trustees may incur by reason of or growing out of any such tax the Railroad Company shall reimburse the Trustees and the Trustees shall have a lien therefor on the mortgaged premises prior to the lien of the bonds and other indebtedness hereby secured.

It shall be no part of the duty of the Trustees to see to the insurance of any part of the property hereby mortgaged, or of any property on which the Trustees may hereafter acquire a lien as above provided, or to effect such insurance.

The trust estate, property and funds shall be primarily liable to third persons for all debts contracted by the Trustees and for all damages to persons or property injured and for salaries and for nonperformance of contract, and for all other torts, obligations and liabilities arising during any period wherein the Trustees or either of them shall manage the trust property or any of it, upon entry or voluntary surrender as aforesaid or otherwise; and the Trustees shall not be personally liable in respect of any such matters.

Any moneys received by the Corporate Trustee under any provision of this indenture may be treated by it, until it is required to pay out the same conformably herewith, as a deposit, without any liability for interest save such as it shall agree with the Railroad Company to pay thereon.

So long as there shall exist none of the events of default enumerated in Section 2 of Article Seven of this indenture, all interest allowed by the Corporate Trustee as aforesaid shall be paid from time to time to the Railroad Company or upon its order signed by its President or any Vice President or Treasurer.

Either of the Trustees may become the owner of bonds and coupons secured hereby with the same rights which it or he would have if not Trustee.

Whenever in this indenture the existence of any situation, matter, conclusion of fact of any character, or the sufficiency or validity of any instrument, paper or proceeding, or of any proof or evidence of any fact shall be prescribed as a condition of or in any manner with respect to any action or proceeding on the part of the Trustees or either of them or shall be deemed necessary or convenient to be ascertained by either of the Trustees, a certificate signed by the President or any Vice President and also by the Chief Engineer or Treasurer or Comptroller or other chief accounting officer of the Railroad Company shall, in the discretion of such Trustee, be sufficient evidence of any such fact, situation, matter or conclusion; and for the purposes of this indenture the fact of the adoption of a resolution by the Board of Directors of the Railroad Company, or of the stockholders, shall be sufficiently evidenced to the Trustees by the certificate of the Secretary or an Assistant Secretary of the Railroad Company under its corporate seal. Any such certificate shall be complete protection to the Trustees for any act done or suffered by them or either of them upon the faith thereof, except where other evidence is hereinabove specifically prescribed, but the Trustees in their reasonable discretion, may require other evidence.

§ 2. The Corporate Trustee, or any such trustee hereafter appointed, may resign and may be discharged of the trusts created by this indenture, by giving notice, specifying the date when such resignation shall take effect, to the Railroad Company and to the bondholders, by publication, at least twice a week for four successive weeks, in two newspapers published in the Borough of Manhattan, City of New York. Such resignation shall take effect on the day specified in such notice—being not less than forty days after the first publication of such notice—unless previously a successor Corporate Trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

The Individual Trustee may at any time resign by giving notice thereof to the Corporate Trustee and to the Railroad Company, specifying the date on which such resignation shall take effect.

Any Trustee may be removed at any time by an instrument in writing under the hands of three-quarters in interest of the holders of the bonds hereby secured, then outstanding.

Any Trustee so removed shall be entitled to reasonable compensation, then accrued and unpaid, and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

§ 3. In case at any time the Corporate Trustee shall resign or be removed or otherwise become incapable of acting, or in case the Corporate Trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, then (except as hereinafter provided) a successor or successors may be appointed by the holders of a majority in principal amount of the bonds hereby secured, then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized, *provided, nevertheless,* that in any such case the Railroad Company, by an instrument executed by order of its Board of Directors, may appoint a successor Corporate Trustee which shall act until a successor Corporate Trustee shall be appointed by the bondholders as herein authorized. After any such appointment by the Railroad Company, it shall publish notice of such appointment once a week for six successive weeks in a newspaper published in the Borough of Manhattan, City of New York; but any new Corporate Trustee so appointed by the Railroad Company shall immediately and without further act be superseded by a Corporate Trustee appointed in the manner above provided by the holders of a majority in principal amount of the outstanding bonds hereby secured, if such appointment by such bondholders be made prior to the expiration of one year after the completion of such publication of notice. Every trustee appointed in succession to the Corporate Trustee named as one of the parties of the second part to this indenture, or its successor in the trust, shall be a trust company having an office in the Borough of Manhattan, City of New York, in good standing and having a capital and surplus aggregating at least $2,000,000, if there be such a trust company qualified, able and willing to accept the trusts upon reasonable or customary terms.

In case at any time the Individual Trustee shall resign or be removed or otherwise become incapable of acting, a successor to such Individual Trustee may be appointed by the Corporate Trustee by an instrument in writing.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee or co-trustees, if any, and to the Railroad Company, an instrument accepting such appointment hereunder, and thereupon such new trustee, without any further act, deed or conveyance shall become vested with all the estates, properties, rights, powers and trusts of its or his predecessor in the trusts hereunder with like effect as if originally named as trustee herein; but nevertheless on the written request of the Railroad Company or of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so resigning or removed, and shall duly assign, transfer and deliver any other property and moneys held by such trustee to the successor trustee so appointed in its or his place.

Should any deed, conveyance or instrument in writing from the Railroad Company be required by any successor trustee for more fully and certainly

vesting in and confirming to such new trustee such estates, rights, powers and duties, then on request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Railroad Company.

Any trust company into which the Corporate Trustee, or any successor to it in the trusts created by this indenture, may be merged or with which it or any successor to it may be consolidated, or any trust company resulting from any merger or consolidation to which the Corporate Trustee or any successor to it shall be a party, *provided*, such company shall be a corporation organized under the laws of the United States of America or of the State of New York, having a capital and surplus of at least $2,000,000, and shall do business in the Borough of Manhattan in the City of New York, shall be the successor to the Corporate Trustee under this indenture without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds issuable under this indenture shall have been authenticated, but not delivered, any such successor Corporate Trustee may adopt the certificate of authentication of the Corporate Trustee hereinabove named as one of the parties of the second part, or of any successor to it, as Corporate Trustee hereunder, and deliver the bonds so authenticated; and, in case any of the bonds issuable hereunder shall not have been authenticated, any successor Corporate Trustee may authenticate such bonds in its own name, and in all such cases such authentication shall have the full force and effect which anywhere in said bonds or in this indenture it is provided that the authentication of the Corporate Trustee shall have.

§ 4. The grant in this indenture to the Trustees is subject to the following terms and conditions in respect of the rights and powers of the Corporate Trustee and the Individual Trustee, respectively, and every successor trustee and every additional trustee hereunder shall be appointed subject to such terms and conditions, viz.:

(1) That the bonds secured hereby shall be authenticated and delivered, and all powers conferred upon the Corporate Trustee under this indenture shall be exercised, solely by the Corporate Trustee named as one of the parties hereto of the second part or a trust company constituted and acting as its successor in the trust hereunder;

(2) That the custody of all stocks, bonds and other property and cash held by the Corporate Trustee under this indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof including the rights, powers, and duties vested in the Corporate Trustee under this indenture, shall, unless required by law, not vest in the Individual Trustee or his successor, or in any such additional trustee, but shall remain vested in the Corporate Trustee or any trust company which may have been constituted and be acting as its successor in the trusts hereunder;

(3) That no powers shall, unless required by law, be exercised hereunder by such Individual Trustee or his successor, or any such additional trustee, except jointly with or with the consent in writing of the Corporate

Trustee, or any trust company which may have been constituted and be acting as its successor in the trust;

(4) That the Railroad Company, and the Corporate Trustee or its successor in the trust, at any time, by an instrument in writing executed by them jointly, may remove the Individual Trustee or any other trustee or trustees, and by an instrument in writing executed by them jointly may appoint a successor or successors to such Individual Trustee or any such other trustees;

(5) That in case of the happening of any of the events of default specified in Section 2 of Article Seven hereof, the Corporate Trustee or its successor in the trust, by an instrument in writing executed by it without the concurrence of the Railroad Company, may remove any such Individual Trustee or any such other trustees and may appoint a successor or successors;

(6) That any notice, request or other writing by or in behalf of the bondholders, delivered solely to the Corporate Trustee or its successor in the trust, shall be deemed delivered to any and all the trustees hereunder as effectually as if delivered to each of them;

(7) That until the indebtedness secured by this indenture, or some part thereof, shall become payable under the provisions therein or herein contained, or until under the provisions hereof the Trustees shall become entitled to enter upon the mortgaged premises, any action or exercise of rights, powers or duties of the Trustees hereunder, and at any time in any case where power so to do is expressly granted in this indenture, including the power to declare due the principal of the bonds secured hereby, if taken by the Corporate Trustee, or any trust company appointed trustee hereunder as its successor, alone, and without any action on the part of any other trustee, shall be sufficient for the purposes of this indenture; and,

(8) That any request in writing by the Corporate Trustee, or by any trust company appointed as its successor, to the Individual Trustee hereunder or to his successor, or to any additional trustee, shall be sufficient warrant to such Individual Trustee or his successor, or any additional trustee, to take such action as may be so requested.

The said Individual Trustee herein named has been joined as trustee in order to comply with statutory requirements now or hereafter in force respecting trustees under deeds of trust of property in localities in which the mortgaged premises or part thereof, are or may be situated, and as such trustee shall possess such powers and such powers only as may be necessary to comply with such requirements. In case, by reason of the repeal or removal of such requirements or for any other reason, it shall not be necessary that one of the Trustees shall be a natural person, then on the demand of the Corporate Trustee, or of any corporation appointed as its successor hereunder, the said Individual Trustee, or any successor to him in the trust, theretofore appointed, shall resign as such trustee, by writing duly acknowledged for record and delivered to said Corporate Trustee or its successor, and thereupon all powers of said Individual Trustee, or his successor, shall terminate, as shall his or his successor's right, title and interest in and to the mortgaged premises.

Every instrument appointing a successor to the Individual Trustee or any individual trustee or trustees shall refer to this indenture, and the conditions in this article expressed and upon the acceptance in writing by such successor or additional trustee or trustees, he, they or it shall be vested with the estates and property specified in such instrument, either jointly with the Corporate Trustee or its successors, or separately, as may be provided, subject to all the trusts, conditions and covenants of this indenture.

The Individual Trustee herein named, and any of his successors in the trust, and any additional trustee, at any time by an instrument in writing, may constitute the Corporate Trustee and its successors in the trust hereunder, his or its agent and attorney-in-fact, with full authority and power to do all acts and things and exercise all discretions hereunder for and in behalf and in the name of the trustee or trustees executing such instrument.

In case the said Individual Trustee herein named, or any additional trustee, or a successor to either of them, shall die, resign, or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, so far as permitted by law, shall vest in and be exercised by the Corporate Trustee or its successor in the trust, without the appointment of any trustee or successor to said Individual Trustee, or to such additional trustee; and no successor to said Individual Trustee, or to any additional trustee, shall be appointed unless such appointment shall be necessary or prudent for the protection of the bondholders hereunder, or unless the Corporate Trustee or the holders of a majority in principal amount of the bonds hereby secured shall deem such appointment expedient for any cause.

§ 5. If at any time or times, in order to conform to any law of any locality in which the Railroad Company now or at any time hereafter shall hold any property subject to the lien of this indenture, or if the Corporate Trustee shall be advised by counsel satisfactory to it that it is necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in principal amount of bonds outstanding under this indenture shall in writing request the Corporate Trustee and the Railroad Company so to do, the Trustees and the Railroad Company shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint a trust company or one or more persons approved by the Corporate Trustee, either to act as co-trustee or as co-trustees, for the purpose of this indenture, of all or any of the property subject to this indenture jointly with the Trustees originally named herein or their successors, or to act as separate trustee or trustees of any of such property; and the trust company—and its successors through consolidation, merger or otherwise—or the person or persons, so appointed, shall be such co-trustee or co-trustees, or separate trustee or separate trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid.

Article Fourteen

possession until default—defeasance clause.

Section 1. Until the happening of one of the events of default enumerated in Section 2 of Article Seven of this indenture, the Railroad Com-

pany, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged premises (other than certificates of stock, bonds and other indebtedness pledged or to be pledged hereunder with the Trustees), and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, earnings, income, issues and profits thereof.

§ 2. If, when the bonds hereby secured shall have become due and payable, the Railroad Company shall well and truly pay or cause to be paid the whole amount of the principal moneys and interest due and payable upon all of the said bonds and the coupons for interest thereon, or shall provide for such payment by depositing with the Corporate Trustee hereunder for the payment of such bonds and coupons the amount due and payable thereon for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Railroad Company, and shall well and truly keep and perform all things herein required to be kept and performed by it according to the true intent and meaning of this indenture, then and in that case all property, rights and interests hereby conveyed, assigned or pledged shall revert to the Railroad Company, its successors or assigns, and the estate, right, title and interest of the Trustees shall thereupon cease, determine and become void; and the Trustees in such case, on demand of the Railroad Company, its successors or assigns, and at its or their cost and expense, shall enter satisfaction of this indenture upon the records, and shall assign and transfer, or cause to be assigned and transferred, and shall deliver or cause to be delivered to the Railroad Company, all personal property then held by the Trustees or either of them hereunder; otherwise the same shall be, continue and remain in full force and virtue.

Article Fifteen.

SUNDRY PROVISIONS

Section 1. All the covenants, stipulations and agreements in this indenture contained by or in behalf of the Railroad Company, shall bind its successors, and assigns whether so expressed or not.

§ 2. Any act or proceeding by any provision of this indenture authorized or required to be done or performed by the Board of Directors of the Railroad Company (except as provided in Section 5 of Article Nine and Section 3 of Article Twelve), may be done or performed by the Executive Committee of such Board of Directors, with the same effect as if done or performed by the Board of Directors itself and for every purpose of this indenture, including the execution, issue and use of any and all bonds hereby secured, the term "Railroad Company" includes and means not only the party of the first part, but also any successor or purchasing corporation.

§ 3. As used in this indenture, except when otherwise indicated, the words "Corporate Trustee," or any other equivalent term, shall be held and construed to mean The First National Bank of the City of New York, or its successor for the time being in the trusts hereby accepted by the said corporation; and the words "Individual Trustee," or any other equivalent term, shall be held and construed to mean Frazier L. Ford, or his successor

for the time being in the trusts hereby accepted by him; and the word "Trustees" or any other equivalent term, shall be held and construed to mean collectively, the parties hereto of the second part and any additional trustee, and their respective successors for the time being in the respective trusts respectively accepted by them; the words "trust company," shall be held and construed to include a banking association formed under the laws of the United States and duly qualified to accept trusts of the nature of this indenture; the words "bond," and "bondholder," shall include the plural as well as the singular number; the words "coupon" and "coupons" refer to the interest coupon or coupons attached to the bonds issued hereunder; and the word "person" used with reference to a bondholder shall include associations, corporations or partnerships owning any of said bonds.

The words "mortgaged premises," "mortgaged property" or similar phrases where used in this indenture shall be taken to include for all purposes all railroads, leasehold interests, equipment, stocks, bonds or other properties conveyed or pledged by the granting clauses of this indenture or otherwise becoming subject thereto, and any and all moneys held hereunder as part of the trust estate; the words "capital stock," or "stock," shall be taken to include voting trust certificates representing the same.

§ 4. This indenture shall become operative and effectual for all purposes immediately upon its execution by the Railroad Company, party of the first part, without more; and, if either or both of the designated parties of the second part shall fail to execute this indenture and accept the trusts hereunder, a new trustee or trustees may be appointed instead of the party or parties of the second part so failing to execute and accept this indenture and the trusts hereunder; and in all respects the effect of such failure of execution and acceptance shall be only the same as if such party or parties of the second part had resigned or been removed from trusteeship hereunder.

§ 5. In order to facilitate the record of this indenture, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

§ 6. The First National Bank of the City of New York, and Frazier L. Ford, parties hereto of the second part, hereby severally accept the trusts in this indenture declared and provided, and agree to perform the same upon the terms and conditions hereinbefore set forth.

The post office address of The First National Bank of the City of New York is No. 2 Wall street, New York, N. Y., and the post office address of Frazier L. Ford is Fourth and Felix streets, St. Joseph, Missouri.

In witness whereof, Chicago, Burlington & Quincy Railroad Company, the party hereto of the first part, has caused these presents to be signed in its name and behalf by its President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and The First National Bank of the City of New York, one of the parties of the second part, has caused these presents to be signed in its name and behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Cashier, and Frazier L. Ford, the other of the parties

of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
By HALE HOLDEN,
President.

(CORPORATE SEAL)

Attested and countersigned:
By CHARLES I. STURGIS,
Secretary.

Signed, sealed and delivered in behalf of Chicago, Burlington & Quincy Railroad Company in the presence of
J. B. REEVE.
EDW. F. COTTER.

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK,
By FRANCIS D. BARTOW,
Vice President.

(CORPORATE SEAL)

Attested and countersigned:
By SAMUEL A. WELLDON,
Cashier.

Signed, sealed and delivered in behalf of The First National Bank of the City of New York, in the presence of
J. B. REEVE.
G. T. VOUGHT, JR.

FRAZIER L. FORD. (L. S.)

Signed, sealed and delivered by Frazier L. Ford in the presence of
L. KOENIG.
H. F. SMITH.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day of February, A. D. 1922, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Hale Holden and Charles I. Sturgis, each to me personally known and known to me to be respectively the President and the Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Hale Holden and Charles I. Sturgis, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose

and say and acknowledge in the presence of said witnesses that the said Hale Holden and Charles I. Sturgis reside in the City of Chicago in the State of Illinois, that said Hale Holden is the President and said Charles I. Sturgis is the Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Hale Holden and Charles I. Sturgis, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as President and Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

In testimony whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

(NOTARIAL SEAL)

JAMES J. MCDERMOTT,
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

No.....Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, *do hereby certify,* That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate of proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for

lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,
(SEAL) *Clerk.*

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day of February, 1922, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Francis D. Bartow and Samuel A. Welldon, each to me personally known and known to me to be respectively Vice President and Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Cashier, respectively, in my presence and in the presence of the two witnesses whose names are hereunto subscribed as such, and the said Francis D. Bartow and Samuel A. Welldon, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that the said Francis D. Bartow resides in South Orange in the State of New Jersey, and that the said Samuel A. Welldon resides in New York City in the State of New York; that said Francis D. Bartow is Vice President and said Samuel A. Welldon is the Cashier of The First National Bank of the City of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they the said Francis D. Bartow and Samuel A. Welldon know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed and sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Cashier in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set

forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation, and that such corporation executed the same.

In testimony whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

(NOTARIAL SEAL)

JAMES J. McDERMOTT
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

No. ..... Series B Form 2.

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, *do hereby certify,* That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,
(SEAL) *Clerk.*

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

Be it remembered, and I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, do hereby certify that on this 3rd day

of February, 1922, personally appeared before me within the said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, Frazier L. Ford, to me personally known and known to me to be the individual and the identical person who is described in and who subscribed his name to and who executed the within and foregoing instrument in writing in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said Frazier L. Ford duly acknowledged to me in the presence of said witnesses that he signed, sealed, executed and delivered the said instrument freely and voluntarily and as his free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

In testimony whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such notary public in said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

(NOTARIAL SEAL) JAMES J. McDERMOTT,

Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031

My Commission Expires March 30, 1923.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.:

No. ..... Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, *do hereby certify,* That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,

(SEAL) *Clerk.*

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to administer oaths and affirmations in said County, do hereby certify that on this 3rd day of February, 1922, Hale Holden and Charles I. Sturgis, President and Secretary respectively, of Chicago, Burlington & Quincy Railroad Company, the mortgagor in the foregoing mortgage, to me personally known and known to me to be such President and Secretary, personally appeared before me within said County, and being severally duly sworn, each for himself and not one for the other, on oath deposes and says: that they, the said Hale Holden and Charles I. Sturgis are, respectively, President and Secretary of Chicago, Burlington & Quincy Railroad Company, the mortgagor in the foregoing mortgage, and that this affidavit is made by them as agents of and in behalf of the said Chicago, Burlington & Quincy Railroad Company; that the foregoing mortgage is made in good faith to secure according to the terms of the said mortgage, the First and Refunding Mortgage bonds of the mortgage, to the aggregate principal amount as therein set forth and interest thereon at the rate therein prescribed, and is made without any design to hinder, delay or defraud creditors.

HALE HOLDEN
CHARLES I. STURGIS

Subscribed and sworn to before me this 3rd day of February, 1922.
(NOTARIAL SEAL)

JAMES J. McDERMOTT,
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
My Commission Expires March 30, 1923.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

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and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,
(SEAL) *Clerk.*

In testimony whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.

(NOTARIAL SEAL)

JAMES J. McDERMOTT,
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
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In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,
(SEAL) *Clerk.*

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, James J. McDermott, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to administer oaths and affirmations in said County, do hereby certify that on this 3rd day of February, 1922, Francis D. Bartow and Samuel A. Welldon, Vice President and Cashier, respectively, of The First National Bank of the City of New York, one of the mortgagees and trustees under the foregoing mortgage, to me personally known and known to me to be such Vice President and Cashier, and Frazier L. Ford, the other of said mortgagees and trustees under the foregoing mortgage, to me personally known and known to me to be the identical person who is described as one of the said mortgagees and trustees, personally appeared before me and being severally duly sworn, each for himself and not one for the other, on oath deposes and says: that they, the said Francis D. Bartow and Samuel A. Welldon are respectively Vice President and Cashier of The First National Bank of New York, one of the mortgagees and trustees under the foregoing mortgage, and that this affidavit is made by them as agents of and in behalf of said The First National Bank of the City of New York; that he, the said Frazier L. Ford, is the other of the said mortgagees and trustees under the foregoing mortgage; that the foregoing mortgage is made in good faith to secure, according to the terms of the said mortgage, the First and Refunding Mortgage Bonds of the mortgagor to the aggregate principal amount as therein stated and interest thereon at the rate therein prescribed, and is made without any design to hinder, delay or defraud creditors.

FRANCIS D. BARTOW
SAMUEL A. WELLDON
FRAZIER L. FORD

Subscribed and sworn to before me this 3rd day of February, 1922.

(NOTARIAL SEAL)

JAMES J. McDERMOTT,
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

No.....Series B Form 2

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ment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

James A. Donegan,

(SEAL) *Clerk.*

In Testimony Whereof, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public, in the said County of New York, State of New York, this the day and year in this my certificate first above written.

My commission as such Notary Public expires March 30, 1923.
(NOTARIAL SEAL)

JAMES J. MCDERMOTT,
Notary Public, Bronx Co: No: 13 Reg: No:
New York Co. No. 55 Reg. No. 3059
Kings County No. 5 Reg. No. 3031
My Commission Expires March 30, 1923.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.:

No. .... Series B Form 2

I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, *do hereby certify,* That said Court is a Court of Record, having by law a seal; that James J. McDermott, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Bronx, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 4 day of Feb. 1922.

JAMES A. DONEGAN,
(SEAL) *Clerk.*

CERTIFICATE OF RECORDATION

I, Charles I. Sturgis, do hereby certify that I am Secretary of Chicago, Burlington & Quincy Railroad Company, and as such officer, had charge and personal supervision of the filing for record of the First and Refunding Mortgage of said Company to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, dated February 1, 1921, and that an original counterpart of said Mortgage has been duly filed and recorded in state and county offices as follows:

ILLINOIS

County	*Office of*	*Date Received for Record*	*Recorded as Real Estate Mortgage Book*	*Page*
ADAMS	Recorder of Deeds,	Mar. 15, 1922	144	1
BOND	" " "	" 30, "	62	119
BUREAU	" " "	Feb. 27, "	90	1
CARROLL	" " "	" 23, "	100	1
CASS	" " "	Mar. 24, "	59	1
CLINTON	" " "	" 29, "	23	123
COOK	" " "	Feb. 16, "	17482	172
DEKALB	" " "	" 20, "	95	325
DU PAGE	" " "	" 20, "	94	101
FRANKLIN	" " "	Mar. 27, "	46	1
FULTON	" " "	" 10, "	376	1
GREENE	" " "	" 22, "	HHA	155
HANCOCK	" " "	" 15, "	106	1
HENDERSON	" " "	" 8, "	27	1
HENRY	" " "	" 6, "	326	1
JEFFERSON	" " "	" 28, "	82	115
JERSEY	" " "	" 22, "	130	304
JO DAVIESS	" " "	" 29, "	54	283
JOHNSON	" " "	" 27, "	41	1
KANE	" " "	" 17, "	689	308
KENDALL	" " "	" 25, "	32	300
KNOX	" " "	Mar. 7, "	125	57
LA SALLE	" " "	Feb. 27, "	608	1
LEE	" " "	" 21, "	86	1
MACOUPIN	" " "	Mar. 23, "	321	1
MADISON	" " "	" 23, "	458	306
MARION	" " "	" 29, "	76	93
MASSAC	" " "	" 27, "	20	328

County	Office of	Date Received for Record	Recorded as Real Estate Mortgage Book	Page
McDonough	Recorder of Deeds,	Mar. 14, 1922	63	1
Mercer	" " "	" 7, "	131	599
Montgomery	" " "	" 31, "	84	1
Morgan	" " "	" 17, "	43	1
Ogle	" " "	Feb. 24, "	78	1
Peoria	" " "	Mar. 9, "	217	13
Pike	" " "	" 16, "	74	1
Rock Island	" " "	Mar. 6, "	169	309
Sangamon	" " "	" 29, "	297	87
Schuyler	" " "	" 14, "	123	1
Scott	" " "	" 22, "	16	66
Stark	" " "	" 9, "	105	1
St Clair	" " "	" 30, "	590	250
Warren	" " "	" 7, "	62	6
Whiteside	" " "	Feb. 24, "	247	29
Williamson	" " "	Mar. 27, "	45	247
Winnebago	" " "	Feb. 21, "	252	1
	Secretary of State,	Mar. 29, "		
	IOWA			
Adair	County Recorder,	Feb. 21, 1922;	136A	1
Adams	" "	" 22, "	50	449
Appanoose	" "	Mar. 6, "	24	132
Cass	" "	" 9, "	281	1
Clarke	" "	Feb. 20, "	4	475
Clinton	" "	" 28, "	130	23
Davis	" "	Mar. 2, "	AX	1
Decatur	" "	" 6, "	194	639
Des Moines	" "	Feb. 25, "	96	211
Dubuque	" "	" 27, "	1	
Fremont	" "	" 23, "	33	503
Henry	" "	" 17, "	145	301
Jefferson	" "	" 17, "	44	633
Keokuk	" "	" 24, "	61	51
Lee (Keokuk)	" "	Mar. 3, "	63	1
Lee (Ft. Madison)	" "	" 13, "	1A	1
Louisa	" "	" 13, "	144	183
Lucas	" "	Feb. 21, "	25	1
Madison	" "	Mar. 14, "	76	1
Mahaska	" "	" 10, "	104	573
Marion	" "	" 10, "	42	1
Mills	" "	Feb. 23, "	55	1
Monroe	" "	" 17, "	96	212
Montgomery	" "	" 22, "	48	1

County	Office of	Date Received for Record	Recorded as Real Estate Mortgage Book	Page
PAGE	County Recorder,	Mar. 7, 1922	272	1
POLK	" "	" 9, "	848	99
POTTAWATTAMIE	" "	" 7, "	666	1
RINGGOLD	" "	" 14, "	116	309
SCOTT	" "	Feb. 28, "	62	385
TAYLOR	" "	Mar. 14, "	67	453
UNION	" "	Feb. 21, "	249	493
VAN BUREN	" "	Mar. 2, "	22	1
WAPELLO	" "	Feb. 18, "	20	1
WARREN	" "	" 20, "	83-A	1
WASHINGTON	" "	" 24, "	34	563
WAYNE	" "	Mar. 6, "	62	3
WOODBURY	" "	" 8, "	282	53
MINNESOTA				
HENNEPIN	Register of Deeds,	Mar. 28, 1922	1141	381
RAMSEY	" " "	" 27, "	603	32
WASHINGTON	" " "	" 27, "	41	63
WINONA	" " "	" 29, "	79	169
	Secretary of State,	" 27, "	15	383
MISSOURI				
ADAIR	Recorder of Deeds,	Feb. 22, 1922	83	1
ANDREW	" " "	Mar. 8, "	133	42
AUDRAIN	" " "	Feb. 28, "	48	544
ATCHISON	" " "	Mar. 6, "	80	1
BUCHANAN	" " "	" 14, "	530	160
CALDWELL	" " "	" 3, "	43	1
CARROLL	" " "	" 1, "	258	1
CHARITON	" " "	" 1, "	55	20
CLARK	" " "	Feb. 20, "	39	100
CLAY	" " "	Mar. 3, "	217	1
CLINTON	" " "	" 4, "	139	250
DEKALB	" " "	" 10, "	86	302
GENTRY	" " "	" 7, "	70	1
HARRISON	" " "	" 7, "	237	1
HOLT	" " "	" 6, "	151	1
JACKSON	" " "	" 15, "	2271	167
LEWIS	" " "	" 17, "	158	150
LINCOLN	" " "	" 3, "	111	453
LINN	" " "	Feb. 24, "	228	174
LIVINGSTON	" " "	Mar. 2, "	194	161
MACON	" " "	" 14, "	239	1
MARION	" " "	" 11, "	275	1

County	*Office of*	*Date Received for Record*	*Recorded as Real Estate Mortgage Book*	*Page*
MERCER	Recorder of Deeds	Mar. 11, 1922	50	344
MONROE	" " "	" 11, " Tr.Dd.	57	14
MONTGOMERY	" " "	Feb. 27, "	93	71
NODAWAY	" " "	Mar. 9, "	154	1
PIKE	" " "	" 10, "	184	33
PLATTE	" " "	" 16, "	94	1
PUTNAM	" " "	Feb. 24, "	65	490
RALLS	" " "	Mar. 10, "	112	1
ST. CHARLES	" " "	Feb. 18, "	138	179
ST. LOUIS	" " "	" 21, "	542	1
ST. LOUIS CITY	" " "	" 28, "	3625	118
SCHUYLER	" " "	" 21, "	41	413
SCOTLAND	" " "	" 21, "	143	231
SHELBY	" " "	Mar. 15, "	51a	1
SULLIVAN	" " "	Feb. 23, "	78	103
WARREN	" " "	" 23, "	50	89
WORTH	" " "	Mar. 8, "	77	1
	WISCONSIN			
	Secretary of State,	Apr. 1, 1922	22	127
	NEBRASKA			
ADAMS	Register of Deeds,	Feb. 16, 1922	111	539
ANTELOPE	Clk.& Reg.of Deeds	" 24, "	80	262
BLAINE	" " " " "	" 24, "	K	185
BOX BUTTE	" " " " "	" 28, "	38	50
BUFFALO	Register of Deeds,	" 17, "	104	378
BURT	Clk.& Reg.of Deeds	" 21, "	27	351
BUTLER	" " " " "	" 21, "	67	13
CASS	Register of Deeds,	Mar. 3, "	48	431
CEDAR	Clk.& Reg.of Deeds	Feb. 23, "	69	1
CHASE	" " " " "	Mar. 1, "	Z	462
CHEYENNE	Clk.& Reg.of Deeds	Feb. 27, "	40	314
CLAY	" " " " "	" 16, "	111	334
COLFAX	" " " " "	Mar. 3, "	54	203
CUSTER	Register of Deeds,	Feb. 23, "	112	71
DAKOTA	Clk.& Reg.of Deeds	" 21, "	5	1
DAWES	" " " " "	" 25, "	49	219
DAWSON	Register of Deeds,	Mar. 3, "	69A	1
DIXON	Clk.& Reg.of Deeds	Feb. 23, "	60	1
DODGE	Register of Deeds,	Mar. 3, "	36	647
DOUGLAS	" " "	" 1, "	527	1
DUNDY	Clk.& Reg.of Deeds	Feb. 28, "	U	287
FILLMORE	" " " " "	" 15, "	71	416

County	Office of	Date Received for Record	Recorded as Real Estate Mortgage Book	Page
FRANKLIN	Clk.&Reg.of Deeds	Mar. 3, 1922	63	545
FRONTIER	" " " " "	Feb. 25, "	45	534
FURNAS	" " " " "	Mar. 1, "	25	565
GAGE	Register of Deeds,	Feb. 18, "	74	250
GARFIELD	Clk.& Reg.of Deeds	" 27, "	16	189
GOSPER	" " " " "	" 25, "	23	362
GRANT	" " " " "	" 25, "	4	145
GREELEY	" " " " "	" 24, "	53	125
HALL	Register of Deeds,	" 17, "	50	615
HAMILTON	Clk.& Reg.of Deeds	" 20, "	72	427
HARLAN	" " " " "	Mar. 2, "	25	115
HAYES	" " " " "	" 1, "	21	310
HITCHCOCK	" " " " "	Feb. 28, "	31	371
HOLT	" " " " "	" 23, "	130	583
HOOKER	" " " " "	" 25, "	5	512
HOWARD	" " " " "	" 28, "	24	635
JEFFERSON	Register of Deeds,	" 21, "	61	537
JOHNSON	Clk.& Reg.of Deeds	" 16, "	31	378
KEARNEY	" " " " "	" 27, "	55	223
LANCASTER	Register of Deeds,	" 15, "	259	93
LINCOLN	" " "	Mar. 3, "	61	33
MERRICK	Clk.& Reg.of Deeds	Feb. 20, "	45	101
MORRILL	" " " " "	" 27, "	18	101
NEMAHA	" " " " "	" 16, "	44	370
NUCKOLLS	" " " " "	" 21, "	41	329
OTOE	Register of Deeds,	" 16, "	54	645
PAWNEE	Clk.& Reg.of Deeds	" 17, "	39M	481
PERKINS	" " " " "	" 24, "	11	102
PHELPS	" " " " "	" 27, "	43	1
PIERCE	" " " " "	" 24, "	43	41
PLATTE	Register of Deeds,	" 21, "	55	463
POLK	Clk.& Reg.of Deeds	" 22, "	65	328
RED WILLOW	" " " " "	Mar. 2, "	56	241
RICHARDSON	Register of Deeds,	Feb. 17, "	51	1
SALINE	" " " " "	" 20, "	C	1
SARPY	Clk.& Reg.of Deeds	Mar. 1, "	33	181
SAUNDERS	Register of Deeds,	" 6, "	50	1
SCOTTS BLUFF	" " "	Feb. 27, "	34	600
SEWARD	Clk.& Reg.of Deeds	" 18, "	87	111
SHERIDAN	" " " " "	" 25, "	26	325
SHERMAN	" " " " "	" 24, "	56	371
SIOUX	" " " " "	" 25, "	18	1
THAYER	" " " " "	" 20, "	42	509
THOMAS	" " " " "	" 24, "	6	600

County	Office of	Date Received for Record	Recorded as Real Estate Mortgage Book	Page
THURSTON	Clk.&Reg.of Deeds,	Feb. 21, 1922	19	131
VALLEY	" " " " "	" 28, "	52	59
WEBSTER	" " " " "	Mar. 3, "	43	1
WHEELER	" " " " "	Feb. 23, "	Q	1
YORK	Register of Deeds,	" 18, "	108	29
	KANSAS			
ATCHISON	Recorder of Deeds,	Feb. 25, 1922	119	9
CHEYENNE	" " "	" 17, "	26	600
CLOUD	" " "	" 23, "	M	495
DECATUR	" " "	" 18, "	34	145
DONIPHAN	" " "	" 25, "	84	242
LEAVENWORTH	" " "	" 27, "	259	200
NORTON	" " "	" 20, "	48	87
PHILLIPS	" " "	" 20, "	69	497
RAWLINS	" " "	" 16, "	4	250
REPUBLIC	" " "	" 22, "	89	447
WASHINGTON	" " "	" 23, "	64	386
WYANDOTTE	" " "	" 27, "	518	426
	COLORADO			
ADAMS	Recorder of Deeds,	Mar. 9, 1922	113	528
BOULDER	Clk.& Rec.of Deeds	Feb. 18, "	464	256
DENVER	" " " " "	" 17, "	3421	302
JEFFERSON	" " " " "	Mar. 10, "	231	450
LOGAN	" " " " "	Feb. 23, "	214	329
MORGAN	" " " " "	" 16, "	201	1
PHILLIPS	" " " " "	" 21, "	108	1
SEDGWICK	" " " " "	" 23, "	60	183
WASHINGTON	" " " " "	" 16, "	189	109
WELD	" " " " "	" 20, "	672	154
YUMA	" " " " "	" 16, "	161	1
	SOUTH DAKOTA			
	Secretary of State,	Mar. 7, 1922	6	5
	MONTANA			
	Secretary of State,	Feb. 23, 1922	M3	194
	WYOMING			
BIG HORN	County Clerk,	Feb. 24, 1922	39	1
CAMPBELL	" "	" 20, "	13	1
CONVERSE	" "	Mar. 1, "	89	29
CROOK	" "	Feb. 17, "	55	1
FREMONT	" "	" 28, "	41	1

County	Office of	Date Received for Record	Recorded as Real Estate Mortgage Book	Page
GOSHEN	County Clerk,	Mar. 3, 1922	67	1
HOT SPRINGS	" "	Feb. 27, "	12	1
LARAMIE	" "	Mar. 2, "	238	12
NATRONA	" "	" 1, "	27	1
PARK	" "	Feb. 23, "	53	85
PLATTE	" "	Mar. 1, "	36	1
SHERIDAN	" "	Feb. 20, "	15	379
WASHAKIE	" "	" 25, "	7	1
WESTON	" "	" 16, "	15	492

IN WITNESS WHEREOF, I have hereunto set my hand and affixed and attested the corporate seal of said Chicago, Burlington & Quincy Railroad Company this 24th day of April, 1922.

CHARLES I. STURGIS,
Secretary

(CORPORATE SEAL)

Attest:
CHARLES I. STURGIS,
Secretary.

PROPRIETARY COMPANIES EAST OF THE MISSISSIPPI RIVER

The Quincy and Chicago Railroad Company.
  Northern Cross Railroad Company.
Ottawa, Oswego and Fox River Valley Railroad Company.
The Illinois Grand Trunk Railway.
  Camanche, Albany & Mendota Rail Road Company.
  The Joilet and Terre Haute Railroad Company.
  Illinois Grand Trunk Railway Company.
American Central Railway.
  Western Air Line Railroad Company.
The Dixon and Quincy Railroad Company.
Dixon, Peoria and Hannibal Railroad Company.
The Carthage and Burlington Railroad Company.
The Quincy and Warsaw Railroad Company.
The Quincy, Alton and St. Louis Railway Company.
The Chicago and Iowa Railroad Company.
  The Ogle and Carroll County Railroad Company.
  The Chicago, Rockford and Northern Railroad Company.
The Chicago and Rock River Railroad Company.
Illinois Valley and Northern Railroad Company.
Joliet, Rockford & Northern Railroad Company.
Galesburg & Rio Railroad Company.
Fulton County Narrow Gauge Railway Company.
  Fulton County Extension Railway Company.
St. Louis, Rock Island and Chicago Railroad Company.
  The Rock Island and Alton Railroad Company.
  The St. Louis, Alton and Rock Island Railroad Company.
  The Rockford, Rock Island and St. Louis Railroad Company.
  The Orion and Minersville Railroad Company.
Davenport, Rock Island and North Western Railway Company.
The Jacksonville and Saint Louis Railway Company.
  The Illinois Farmers' Railroad Company.
  The Jacksonville, North Western and South Eastern Railway Company.
  The Jacksonville Southeastern Railway Company.
  The Jacksonville, Louisville & St. Louis Railway Company.
  Jacksonville & Concord Railway Company.
Fenton and Thomson Railroad Company.
Northern and Southern Illinois Railroad Company.
Herrin & Southern Railroad Company.
Franklin & Waverly Railway Company.
Centralia & Sandoval Railroad Company.
Chicago Burlington and Northern Railroad Company. (Illinois)
Chicago, Burlington & Northern Railroad Company. (Consolidated)
Paducah & Illinois Railroad Company.

THE QUINCY AND CHICAGO RAILROAD COMPANY

NORTHERN CROSS RAILROAD COMPANY,

THE QUINCY AND CHICAGO RAILROAD COMPANY

The road between Quincy and Galesburg was originally built in the name of the "Northern Cross Railroad Company." That was in name the first railroad in the State of Illinois, for the State built the first railroad in its name.

The first movement for building railroads in this State was by the State itself, and not through private corporations.

The movement originated in February, 1837, when the Legislature passed what was called the "Internal Improvement Act," which contemplated the State building several railroads, to be paid for by issues of State Bonds.

The first reference to the Northern Cross Railroad appears in Division 9 of Section 18 of the aforesaid act, in which the Board of Commissioners of Public Works was authorized and required to adopt such measures as may be necessary to commence, construct and complete within a reasonable length of time the Northern Cross Railroad from Quincy on the Mississippi River via Clayton, Mt. Sterling, Meredosia, Jacksonville and Springfield. To carry into effect the provisions of this part of the section of the Act, the sum of $1,850,000 was appropriated exclusive of the necessary sum for constructing a bridge over the Illinois River.

The name of the first and only road built by the State under this Act was "Northern Cross," projected from Springfield west, via Meredosia on the Illinois River, thence to Quincy, via Mt. Sterling. Eight miles of this road were built in 1838, the first locomotive in Illinois having been shipped by steamer up the Illinois River to Meredosia and put in service on the road, November 8, 1838, with appropriate ceremonies.

By January 1, 1840, the road had been finished east to Jacksonville, and by May 30, 1842, it was finished to Springfield, a distance of fifty-eight miles from Meredosia. It was a financial

failure, and in an Act approved February 16, 1847, the Legislature authorized the Governor to sell the fifty-eight miles at public auction, which he did the same year, and it was bid in for New York parties by Ridgley and Mather of Springfield for $21,000, and after various changes it finally became, and remains to this day, a part of the Wabash Railroad. West of Meredosia and between there and Quincy, much right of way had been secured and considerable grading been done, and the Legislature passed an Act declaring such of this work as was in Adams County to be a "State Road" or highway.

Of date February 10, 1849, the Legislature passed an Act, to incorporate the "Northern Cross Railroad Co." granting to certain citizens of Quincy the right to incorporate with that name, and authorized such Company to build a road from Meredosia to Quincy, and to adopt and use the line of the abandoned Northern Cross between those points, giving them the old State right of way when it should be sold by the Governor, and conferring upon this Company all the rights and powers conferred upon the Alton & Sangamon Railroad Company by an Act approved February 27, 1847.

This new Northern Cross Railroad Company was organized at a meeting of the "Proprietors" held in Quincy in November, 1849. Bonds were voted and considerable work was done on the line east of Quincy towards Meredosia prior to 1851.

The Act of Illinois Legislature approved February 1, 1851, called a "Supplement" to the Act of February 10, 1849, was the first legislation in which the C. B. & Q. is directly interested. This Act authorized the Northern Cross Railroad Company "to locate and construct a *lateral branch* of said Northern Cross Railroad, commencing at any convenient point on said road in Adams County and running thence through the Military Bounty Tract." The point of departure selected was what is now known as Camp Point. Of date June 21, 1852, the Legislature passed a Special Act which authorized the Northern Cross Railroad Company "to terminate the lateral branch of said road at any point where the said railroad may connect with any other railroad extending northward to the City of Chicago."

By January 1855, twenty miles of the road had been built northeasterly from Quincy, and the line was completed and put in operation to Galesburg (99.91 miles) by January 31, 1856.

Prior to 1855, the company had become embarrassed and applied for financial assistance to John M. Forbes and others who were interested in the Chicago and Aurora, and Central Military Tract companies, with whose roads the Northern Cross would connect at Galesburg. Of dates January 1, 1855, July 22, 1856, June 15, 1858, and September 8, 1859 various contracts were entered into and an Award made regarding advances and interchange of business through which the CB&Q eventually acquired substantial control and final ownership of the Northern Cross.

Of date July 1, 1853, the company executed a mortgage to J. M. Forbes et al., Trustees. Because of default in payment of the interest upon the bonds issued under this mortgage, foreclosure proceedings were instituted, and the road was turned over to the Trustees May 27, 1857.

The Quincy and Chicago Railroad Company was created under provisions of a Special Act of the Illinois Legislature in force February 10, 1857, by change of name from the Northern Cross Railroad Company. It was organized at Quincy, May 15, 1857. It did not build any railroad. It operated the road between Quincy and Galesburg built by the Northern Cross Railroad Company from February 10, 1857, until April 1, 1857, on which date this company made with the C. B. & Q. Company an operative agreement for a through line between Quincy and Chicago. This operative agreement was continued in force by the Trustees after they took possession May 27, 1858, and until April 28, 1864, when the property was purchased at foreclosure sale by the Burlington Company.

A decree of foreclosure was entered September 28, 1863, in the Circuit Court of Knox County, Illinois, under which the road was sold at auction April 28, 1864. The Chicago, Burlington & Quincy Railroad Company was the only bidder at the sale and purchased the road, subject to the right of redemption within a year.

Of date July 30, 1865, at the expiration of the period of redemption, Edward P. Williams, Master in Chancery, executed a deed for the property to the Chicago Burlington & Quincy Railroad Company.

MEETING OF PROPRIETORS, November , 1849. Northern Cross Railroad Company.

At a meeting of the proprietors of the Northern Cross Rail Road held at the office of Maj. John H. Holton in the city of Quincy on this the day of November, 1849, for the purpose of a temporary organization, Isaac N. Morris Esq. was elected President, James M. Pittman Treasurer, and Saml. Holmes, Secretary.

The President was authorized and directed to contract with competent engineers, and make all suitable arrangements for the survey and estimate of the present value of said road.

Meeting adjourned.

SAML. HOLMES,
Secretary.

"Northern Cross Railroad Company's Record Book." Page 1.

MEETING OF PROPRIETORS, December , 1849. Northern Cross Railroad Company.

Quincy, December —, 1849.

The proprietors met this evening at the office of Messrs. Warren & Skinner, the President I. N. Morris, Esq. in the chair.

The President reported that he had contracted with William Whittle Esq. as acting engineer, at the rate of $5 per day while employed, also with Col. I. I. Shipman for the sum of $500 to examine the Northern Cross Rail Road from Quincy to Meredosia, to superintend the survey, examine and endorse the report of Mr. Whittle—also that he had contracted for suitable chain man, ax men, rod men, &c., and otherwise made complete arrangements for the survey of said Rail Road, all of which was approved by the unanimous vote of the proprietors of said Road.

On motion of Gen. Singleton it was unanimously resolved, that each proprietor be required forthwith to pay to the Treasurer in money, an amount equal to 50 per cent of the first cost of the several shares or interests by them held. On motion adjourned.

SAML. HOLMES,
Secretary.

"Northern Cross Railroad Company's Record Book." Page 1.

ACT OF LEGISLATURE, February 28, 1845, Northern Cross Railroad Company.

AN ACT concerning certain State roads therein named.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the lateral branch of the Northern Cross railroad from the depot in the town of Naples, Scott county, to where it intersects the Northern Cross railroad is hereby declared a State road, and the county commissioners' court of Scott county, are required to keep the same in repair, as other State roads in this State are.

§ 2. *Be it further enacted,* That so much of the Mount Carmel and Alton railroad as lies between the Wabash river at the town of Mount Carmel, in Wabash county, and the town of Albion, in the county of Edwards, be, and

the same is hereby declared a State road, and the county commissioners' courts of the counties of Wabash and Edwards are required to keep the same in repair, as other State roads are.

§ 3. *And be it further enacted*, That the above grants are upon these express conditions, that if at any time the State or any company or persons authorized by the Legislature, should at any time wish to use or occupy said branches, or parts of railroads, they are hereby authorized to take possession of, and use the same, any thing in this act to the contrary notwithstanding.

§ 4. That the location of a State road by N. W. Manville, George Hunsacker and George Dougherty, from a certain point fixed by them on the road leading from Unity to Jonesboro, south of Manville's mills to Western Saratoga, be, and the same is hereby declared valid, and the county commissioners of Union county shall issue orders for the time they were employed in making such location, and shall cause said road to be opened and kept in repair, as other State roads in the county of Union; and the county commissioners of Alexander county shall cause all that part of said road, within the county of Alexander to be opened and kept in repair.

APPROVED, February 28, 1845.

ACT OF LEGISLATURE, March 1, 1845, to incorporate the Sangamon and Morgan Rail-road Company.

AN ACT to incorporate the Sangamon and Morgan rail road company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the subscribers for the stock hereinafter created and provided for, are hereby constituted a body politic and corporate, by the name of the Sangamon and Morgan Rail-road Company, and by such name may sue and be sued, plead and be impleaded, contract and be contracted with, as a natural person; may have and use a common seal, and alter the same at pleasure, receive and hold by purchase or otherwise, property, real, personal and mixed, and sell and convey the same, and have; and exercise such other powers and privileges as are herein or may hereafter be granted.

§ 2. The capital stock of the said corporation shall be one million of dollars, which shall be divided into shares of one hundred dollars each, which shares shall be held as personal property; shall be liable to be sold on execution against the owner, and shall be assignable in such manner as the board of directors shall prescribe.

§ 3. The powers of the said corporation shall be vested in, and the business thereof conducted by a board of directors, to consist of five stockholders, each one of whom shall own in his own right, in order to be eligible to the office of director, at least ten shares of said stock; said directors shall be elected annually by the stockholders. Each share of stock shall entitle the owner thereof to one vote; and a majority of all the votes given at an election, shall be necessary to a choice.

§ 4. The directors, when elected, shall choose one of their number as President, who shall preside at all the meetings of the board, execute all contracts in behalf of the corporation, and personally attend to the manag-

ing and conducting of the business of the corporation, and superintend the keeping of the books and accounts thereof. He shall be the general agent of the corporation, subject to the control and direction of the board of directors.

§ 5. The said board of directors shall have power to appoint a treasurer and clerk, and such other officers and agents as may be found requisite to the execution of the powers and duties of the corporation; and to require bonds with security from each and every officer or agent appointed, conditioned for the faithful discharge of their respective duties.

§ 6. The said board shall cause a regular record or journal to be kept, of all the proceedings, and also regular accounts of stock, of money received and paid out, and of all their financial transactions, so that it may be known from the books of the corporation what money has been received from stockholders, what has been expended, and for what purpose, and what has been received from other sources, and the disposition thereof.

§ 7. The accounts and transactions of the corporation shall be settled upon the books at the end of every year, and the profits divided among the stockholders in proportion to the amount paid upon each share of stock, but dividends shall only be made of profits remaining after the payment of all charges and expenses, payable out of the proceeds of the business of the year.

§ 8. When the said purchasers shall have paid over to the Governor in State indebtedness, a sum not less than the amount for which the said road is now or may hereafter be authorized to be sold for, the said corporation may be organized, and be invested with all the right and title of the State of Illinois, to that part of the northern cross rail-road, lying between Springfield and the Illinois river, including the right of way which has been in use by the State, together with such lands and buildings, along the line or in the vicinity of said road, and such locomotives, engines, cars and other articles, as shall be sold by the Governor, under the authority which has been, or may be conferred upon him, by law:—*Provided*, No portion of the amount of State indebtedness for which said road may be sold, shall be received in bonds known as McAllister and Stebbins' bonds.

§ 9. The said corporation, by its officers or agents, after having made payment in full to the Governor, as is above provided, shall have the right to enter upon and take possession of the said rail-road, lands, buildings, and other articles, and to have control, and use the same for the purposes herein named, as fully and completely as the State of Illinois may now do; and the laws of the State now in force, or which may hereafter be in force, providing for the protection of said road against the acts or omissions of wrong doers, and for the punishment of offenders in respect to said road, and the appurtenances thereof, shall be and remain applicable to the same, notwithstanding the transfer and sale herein provided for.

§ 10. The said corporation shall repair the said road so that the same can be used safely for the transportation of persons and property upon said road, by the power and force of steam, of animals, or any mechanical power, or any combination of two or more of such powers.

§ 11. The board of directors shall have power to fix and regulate the rate

of pay for transportation or conveyance upon said road; they shall also have the right to adopt by-laws for the government of the officers and agents, and regulating the manner of transacting the business of the corporation, and also to provide for the preservation of the road, and prevent accidents thereon.

§ 12. Whenever the Governor shall make sale of that portion of the northern cross rail-road, and the appurtenances thereof herein described, he shall sell with said road the rights and privileges granted by this act, and the purchaser or purchasers of said road, shall be invested with all the rights herein granted, and become to all intents and purposes, the corporation and the body politic hereby created; and the Governor shall cause books to be opened at Jacksonville and Springfield to receive subscriptions to the capital stock of the corporation, giving previous notice thereof in one newspaper, published in each place, for twenty days; and said books shall be kept open ten days at each place, during which time any person may subscribe for as many shares as he or she may desire, upon paying to the person having charge of the books, the sum of twenty-five dollars upon each share subscribed, in Illinois State bonds, in scrip or other legal evidence of State indebtedness. When the books are closed, the persons having charge thereof, shall, without delay, deliver them to the Governor, with the evidence of State indebtedness received from the subscribers; and if the amount received shall be equal to the amount bid for the road lands, appurtenances, and rights and privileges herein granted, the Governor shall cause a notice to be published in one newspaper printed in Jacksonville, and one in Springfield, appointing a time and place not more than twenty, nor less than ten days from the time of publication, when and where the subscribers to said stock shall meet for the purpose of electing the five directors herein provided for; and at the time and place so appointed, the said subscribers shall meet and make the election of directors; said election shall be conducted under the direction of the Governor, and when made, a certificate thereof, under the seal of State, shall be granted by the Governor; the Governor shall then deliver over to said directors the subscription books, to be kept and preserved by them as belonging to the corporation. He shall retain the evidences of State indebtedness, and cause the same to be cancelled and filed as is now provided by law; and if a greater amount shall have been paid upon the stock subscribed than is required to pay the State, the excess shall be delivered over by the Governor to the said directors, to be by them returned to the owners: *Provided, however,* that in case the subscription to the stock shall exceed the amount of the capital, the excess shall be taken from the subscription for more than ten shares, until the whole shall be reduced to that number; and any excess remaining shall be taken equally from all the subscribers, and the Governor shall apportion the stock according to this proviso, before the election of directors: *Provided further,* That if the amount paid by subscribers shall not be sufficient to pay the State, the sale shall be void and of no effect, and the evidences of State indebtedness shall be returned to the subscribers.

§ 13. When the directors receive their certificate of election, they shall, without delay, enter upon the execution of the duties required by this act,

and shall continue to act until successors are elected under the provisions thereof.

§ 14. In case the amount paid by subscribers to the stock hereby created, shall not be sufficient to pay the State for the said road, lands, buildings, and appurtenances, the Governor is authorized to make the sale herein provided for, at any subsequent period, and to cause the provisions hereof to be carried into effect as fully as he is authorized to do in the first instance.

§ 15. The said corporation shall be bound to keep the said rail-road in repair, and use, during the term of its existence, and to transport persons and all property, thereon, whenever required, with reasonable expedition, and for a reasonable compensation.

§ 16. The said corporation shall have the exclusive right for the period of three years, to construct a lateral railroad from the vicinity of Berlin to Alton; and to this end, the capital stock of this corporation may be increased by the board of directors to two millions of dollars; and the corporation shall have, exercise, and enjoy all the rights, privileges and powers, in respect to such lateral road, and the use thereof, which are herein granted, in respect to the road and the use thereof, from Springfield to the Illinois river.

§ 17. The subscribers to the stock of said corporation shall pay the amount subscribed by them, in instalments, as the same may be required by the directors, for the purposes herein provided; and in case any subscriber shall fail to pay any instalment which may be required, for a period of sixty days, after being notified of such requisition, he shall forfeit his stock to the corporation, and all previous payments thereon.

§ 18. The State of Illinois hereby retains the right to resume the ownership of said road, from Springfield to the Illinois river, at any time after the expiration of twenty-five years from the passage of this act, upon paying to the corporation the cost of said road and appurtenances, and the cost of putting the same in good repair, with six per cent. interest thereon per annum, from the dates of expenditure, until paid; and the State may also become the owner of the lateral road to Alton, after the expiration of twenty-five years from the completion thereof, upon paying the cost of said road, with the appurtenances thereof, with interest thereon, after the rate of six per cent. per annum, from the dates of expenditure to the time of payment; and whenever the State shall become the owner of said roads, the said corporation shall cease to exist.

APPROVED, March 1, 1845.

Public and Private Laws of Illinois, 1845-1846, page 150.

ACT OF LEGISLATURE

Approved February 16, 1847.

AN ACT to provide for the sale of a part of the Northern Cross Railroad.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Governor is authorized and required to sell at public auction, to the highest bidder, for legal evidences

of State indebtedness (payable in three equal annual instalments, the first instalment to be paid on the day of sale), all of that part of the Northern Cross Railroad lying between Springfield and the Illinois river, and the right and title of the State to the land on which said road was constructed, together with the right of way acquired or possessed by the State, including the depot, engine house, shop and lots on which they are situated, in Springfield; the depot and lots on which it stands, in Berlin; the frame house erected in Jacksonville, for offices, and the lots on which it stands; the engine house and turn table near Jacksonville, and the lot on which they are situated; the depot in Morgan city, and the lots on which it stands; the engine house, turn table and depot at Meredosia, and the lots on which they are situated; the ground on which the said road was located, north of the public square, in Jacksonville; the lateral road to Naples; the depot in Naples, and lots on which it stands; with all the appurtenances to the lots, road, buildings and offices above enumerated, together with all the locomotives, engines, cars and other implements used upon said road; the purchaser to have, hold, use and enjoy the same, as hereinafter provided.

§ 2. The said sale shall be made at the State house, in Springfield, and notice of the time, place and terms of the sale shall be published for six weeks in succession before the day of sale, in two newspapers published in Springfield, one in the city of Chicago, one in Jacksonville, one in the city of St. Louis, Missouri, and in such other papers out of the State, and for such length of time as the Governor may direct. The sale shall be opened by one o'clock p. m., and closed at four o'clock p. m.; and if one-third of the purchase money shall not be paid on the day of sale, and bonds with sufficient security to satisfy the Governor be given for the other annual instalments, the sale shall be void, and the Governor shall, on the next and every succeeding day (Sabbath excepted), offer the said property for sale in the manner, upon the terms and at the time of day above required, until the price bid shall be paid or secured as provided for in this act: Provided, however, that the Governor may, in order to avoid unlawful combinations and prevent frauds, postpone the sale to a subsequent day, he giving reasonable notice of the sale on such subsequent day.

§ 3. Upon the payment (or giving security for the payment as provided for in this act) of the purchase money for the aforesaid property, the purchaser shall be invested with all the right and title of the State of Illinois in and to the same, and the Governor shall execute a deed under the great seal of State therefor, which deed, or a copy thereof, certified by the Secretary of State, shall be evidence of the sale and conveyance of said property. The property conveyed shall be described in the deed as it is described in the title papers of the State: Provided, always, that the bonds called and known as the Macalister and Stebbins bonds, shall not be received in any part payment for said road and appurtenances.

§ 4. The purchaser of the aforesaid property shall be substituted for

and stand in the place of the subscribers for the stock created by the act entitled "An Act to incorporate the Sangamon and Morgan Railroad Company," approved on the first day of March, one thousand eight hundred and forty-five, and all the rights, powers, privileges and immunities granted to or conferred upon the said subscribers by said act are hereby granted to and conferred upon the said purchaser, subject to the limitations and provisions contained in this act. The purchaser shall be deemed and held to be the subscriber for the whole of the capital stock authorized to be subscribed for by the second section of said act, and the sum paid for the property purchased shall be divided among all the shares of said stock, and applied equally upon each share.

§ 5. When the said property shall have been paid for (or the payment secured to this State, as in this act provided), as aforesaid, the purchaser shall nominate to the Governor five persons, whom the Governor shall appoint as directors of the corporation, to continue in office until the next annual election, under the provisions of the aforesaid act; and the directors so appointed shall have and exercise all the rights and powers conferred upon the directors provided for in the act aforesaid. The said directors shall not be required to be owners of any portion of the stock. Said directors shall not be paid by the State.

§ 6. The directors first appointed shall fix the time for the annual election of successors, and successors shall be elected as provided for in the act of incorporation to which this is an amendment.

§ 7. The said corporation, when organized, shall, without delay, proceed to repair the road from Springfield to the Illinois river, and to place the same in a condition to be safely used for the transportation of persons and property upon the same. The location of the road shall be changed through the town of Jacksonville, so as to pass upon the line originally located, north of the public square.

§ 8. If the corporation shall not, within three years from the passage of this act, repair the road to the Illinois river, so that the same may be safely used for the transportation of persons and property thereon by the force of steam, the sale authorized by this act shall be void, the purchaser shall forfeit all rights by virtue of the purchase, and the whole property, as it may then be situated, shall revert to the State, and all the rights of the corporation shall vest in the Governor for the use of the State.

§ 9. The eighth, twelfth and sixteenth sections of the act entitled "An Act to incorporate the Sangamon and Morgan Railroad Company," approved on the first of March, one thousand eight hundred and forty-five, are hereby repealed.

§ 10. The profits arising from the use of the road and appurtenances shall be applied, first, to the payment of dividends upon the capital invested in the purchase and repair of said road, until said profits shall be equal to six per cent. per annum upon the said capital, and the excess shall be applied to the payment of interest on the uncanceled canal bonds used to pay for the completion of said road, in the year one thousand eight

hundred and forty-one, until said excess shall amount to six per cent. per annum upon the canal bonds aforesaid; after which said excess shall be divided among the stockholders of this corporation.

§ 11. The forfeiture provided for in the eighth section of this act shall not operate or take effect until the question of fact, upon the existence of which said forfeiture is to accrue, shall be ascertained by a legal proceeding before the circuit court of Morgan or Sangamon county.

§ 12. The time after which the State may become the owner of the road and property sold under the provisions of this act, provided for by the eighteenth section of the act of incorporation to which this is an amendment, shall be forty years from the first of January, one thousand eight hundred and forty-eight.

§ 13. The said corporation shall not have the right to sell any iron, engine, car or other property connected with said road without the consent of the Governor.

§ 14. The provision herein with reference to the uncanceled canal bonds, is substituted for and made in lieu of the provisions heretofore made, creating a lien upon the said road for the payment of said bonds, and the provisions creating or acknowledging the said lien are hereby changed so that the provision herein shall stand as the only security for the payment of said bonds, as against the said road or the appurtenances thereof; but in other respects the said bonds shall stand upon the same footing as they would if they had been used for any other purpose.

APPROVED February 16, 1847.

Laws Illinois 1847, Page 109

ACT OF LEGISLATURE

Approved February 26, 1847.

AN ACT concerning a portion of the Northern Cross Railroad.

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That so much of the Northern Cross Railroad as lies within the county of Adams, be and the same is hereby declared a State road, and the county commissioners' court of said county of Adams is required to keep the same in repair as other state roads are.

§ 2. *And be it further enacted,* That the above grant is upon this express condition, that if at any time the State or any company or persons authorized by the legislature, should at any time wish to use or occupy said railroad, they are hereby authorized to take possession of and use the same, anything in this act to the contrary notwithstanding.

§ 3. This law to be in force from and after the passage thereof.

APPROVED February 26, 1847.

Laws Illinois 1847, Page 103

ACT OF LEGISLATURE, February 27, 1847.

AN ACT to construct a railroad from Alton in Madison county, to Springfield, in Sangamon county.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Robert Ferguson, Simeon Ryder, Benjamin Godfrey, Thomas Clifford, Robert Dunlap, and William Martin, and their associates, successors and assigns, are hereby created a body corporate and politic, under the name and style of "The Alton and Sangamon Railroad Company," for the term of thirty years, and by that name be, and they are hereby made capable in law and in equity to sue and be sued, plead and be impleaded, defend and be defended, in any court of law and equity in this State, or in any other place; to make, have and use a common seal, and the same to renew and alter at pleasure, and shall be, and are hereby, vested with all the powers, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act as hereinafter set forth, and the said company are hereby authorized and empowered to locate, construct, and finally complete a railroad from the city of Alton, on the Mississippi river, in Madison county, by the way of Carlinville, in Macoupin county, New Berlin, in Sangamon county, to the city of Springfield, in the county of Sangamon, and for this purpose said company are authorized, upon the most eligible and proper route, to lay out their said railroad, wide enough for a single or double track through the whole length and for the purpose of cutting embankments, stone and gravel, may take as much more land as may be necessary for the proper construction of and security of said railroad.

Sec. 2. The capital stock of said company shall consist of five hundred thousand dollars, and may be increased to one million of dollars, to be divided into shares of one hundred dollars each.

The immediate government and direction of said company shall be vested in five directors, who shall be chosen by the stockholders of said company in the manner hereinafter provided, who shall hold their offices for one year after their election, and until others shall be duly elected and qualified to take their places as directors, and the said directors, (a majority of whom shall form a quorum for the transaction of business,) shall elect one of their number to be the president of the company. That said board of directors shall have power to appoint all necessary clerks, secretary, and other officers necessary in the transaction of the business of said corporation.

Sec. 3. The said corporation is hereby authorized, by their agents, surveyors and engineers, to cause such examination and surveys to be made of the ground and country between said city of Alton and Springfield as shall be necessary to determine the most advantageous route for the proper line or course whereon to construct their said railroad, and it shall be lawful for said company to enter upon, and take possession of, and use all such lands and real estate as may be necessary for the construction and maintenance of their said railroad: *Provided,* that all lands or real estate entered upon and taken possession of, and used by said corporation

for the purposes and accommodations of said railroad, or upon which the site for said railroad shall have been located or determined by the said corporation, shall be paid for by said company in damages, if any be sustained by the owner or owners thereof by the use of the same for the purpose of said railroad, and all lands entered upon and taken for the use of said corporation, which are not donated to said company, shall be paid for by said corporation at such price as may be mutually agreed upon by the said corporation and the owner or owners of such land, and in case of disagreement, the price shall be estimated, fixed and recorded in the manner provided for taking lands for the construction of public roads, canals or other public works, as prescribed by the act concerning right-of-way, approved March 3, 1845.

Sec. 4. If any person shall wilfully, maliciously, or wantonly and contrary to law, obstruct the passage of any car on said railroad, or any part thereof, or anything belonging thereto, or shall damage, break, or destroy any part of the said railroad, or implements or buildings, he, she, or they, or any person assisting, shall forfeit and pay to said company for every such offence, treble the amount of damages that shall be proved before any competent court has been sustained, and be sued for in the name and behalf of said company, and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment, in the same manner as other indictments are found in any county or counties where such offence shall have been committed, and upon conviction, every such offender shall be liable to a fine not exceeding five thousand, for the use of the county where such indictments may be found.

Sec. 5. The time of holding the annual meeting of said company, for the election of directors, shall be fixed and determined by the by-laws of said company; and at all meetings each stockholder shall be entitled to a vote in person or lawful proxy; one vote for each share of stock he, she or they may hold *bona fide* in said company.

Sec. 6. The persons named in the first section of this act are hereby appointed commissioners, who, or a majority of whom, are hereby authorized to open subscription books for said stock, at such places as they may deem proper, and shall give at least thirty days' notice of the time and place when and where such books will be opened, in some newspaper printed in the city of Springfield, Alton and Saint Louis, and shall keep said books open until the whole of said capital stock shall be taken. Said commissioners shall require each subscriber to pay five dollars on each share subscribed at the time of subscribing. The said commissioners shall call a meeting of the stockholders, by giving thirty days' notice in some newspaper printed in the county of Madison, and at such meeting it shall be lawful to elect the directors of said company, and when the directors of said company are chosen, the said commissioners shall deliver said subscription books, with all sums of money received by them as commissioners, to said directors. No person shall be a director in said company unless he shall own at least ten shares of the capital stock.

Sec. 7. That the right of way and the real estate purchased for the right of way by said company, whether by mutual agreement or other-

wise, or which shall become the property of the company by operation of law, as in this act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said lands, as a compensation for the same, become the property of said company in fee simple.

Sec. 8. The said corporation may take and transport, upon said railroad, any person or persons, merchandize, or other property, by the force and power of steam or animals, or any combination of them, and may fix, establish, take and receive such rates of toll for all passengers and property, transported upon the same, as the said directors shall, from time to time, establish; and the directors are hereby authorized and empowered to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes, and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, which is hereby declared personal property, and transferable in such manner as shall be provided by the by-laws and ordinances of said corporation.

Sec. 9. The directors of said company, after the same is organized, shall have power to open books, in the manner prescribed in the sixth section of this act, to fill up the additional five hundred thousand dollars of stock, or any part thereof, at such times as they may deem it for the interest of said company, and all the installments required to be paid on the stock originally to be taken, and what may be taken to increase said capital, shall be paid at such times and in such sums as said directors may prescribe.

Sec. 10. In case of the death, resignation or removal of the president, vice-president, or any director at any time between the annual elections, such vacancy may be filled, for the remainder of the year, whenever they may happen, by the board of directors; and in case of absence of the president and vice-president, the board of directors shall have power to appoint a president *pro tempore,* who shall have and exercise such powers and functions as the by-laws of the said corporation may provide. In case it should at any time happen that an election shall not be made on any day on which, in pursuance of this act, it ought to be made, the said corporation shall not for that cause be deemed dissolved, but such election shall be held at any other time directed by the by-laws of said corporation.

Sec. 11. That when the lands of any *femes covert,* persons under age, *non compos mentis,* or out of this State, shall be taken in the construction of said railroad, as is provided by this act, the said corporation shall pay the amount that shall be awarded as due to the said last mentioned owners, respectively, whenever the same shall be lawfully demanded, together with six per cent. per annum. That to ascertain the amount to be paid to the persons named in this section for lands taken for the use of said corporation, it shall be the duty of the Governor of this State, upon notice given to him by the said corporation, to appoint three commissioners, to be persons not interested in the matter, to be determined by them, to determine the damages which the owner or owners of the land or real estate, so entered upon by the said corporation, has or have sustained by the occupation of the same, and it shall be the duty of said commissioners,

or a majority of them, to deliver to said corporation a written statement of the award or awards they shall make, with a description of the land or real estate appraised, to be recorded by the said corporation, in the clerk's office of the county in which the land or real estate so appraised shall be, and then the said corporation shall be deemed to be seized and possessed of the fee simple of all such lands or real estate as shall have been approved by the said commissioners.

Sec. 12. That whenever it shall be necessary for the construction of said railroad to intersect or cross any water course, or any road or highway, lying between the points aforesaid, it shall be lawful for the corporation to construct their railroad across or upon the same: *Provided*, that the corporation shall restore the water course, or road, or highway, thus intersected to its former state, or in sufficient manner not to have impaired its usefulness.

Sec. 13. That the capital stock of said company may be increased from five hundred thousand dollars to one million of dollars, from time to time by new subscriptions, if such increase shall be found necessary to fulfill the intention of this act, upon the directors for the time being giving the notice as herein required, previous to opening the subscription books for the original stock herein, and that all stock of said corporation shall be deemed personal property, and transferable in such manner as the said corporation shall, by its by-laws, prescribe.

Sec. 14. That it shall be lawful for the directors to require payment of the sums subscribed to the capital stock at such times, and in such proportions, and on such conditions as they shall deem fit, under the penalty of the forfeiture of all previous payments thereon, and shall give notice of the payments thus required, and of the place and time, when and where the same are to be paid, at least ninety days previous to the payment of the same, in some public newspaper of this State, published in some one of the cities where the notice for the opening of the books for subscription to the capital stock may have been published.

Sec. 15. The width of said railroad is to be determined by the said corporation, within the limits prescribed by the first section of this act.

Sec. 16. That said corporation shall be, and they are hereby authorized, if they should deem it proper, to take and appropriate in the construction of said railroad, the work and materials, or so much of the western division of the Alton and Mt. Carmel railroad as extends from the public landing, in the city of Alton, to the junction of said railroad with the Alton and Shelbyville railroad, and so much of the work and labor as has been done by the State upon the said Alton and Shelbyville railroad, as extends from the junction aforesaid, towards its contemplated intersection with the Central railroad, so far as they may deem proper, and also to use the right of way now owned by the State on the lines of the said Alton and Mt. Carmel, and the Alton and Shelbyville railroads, so far as said company may deem it advisable to use said right of way. That if said right of way, and said labor and materials, shall be used by said corporation, the same shall be valued by two persons, one to be selected by the Governor, and the other by the said corporation, and the price thereof paid to the

State in State indebtedness. Upon said payment being made in State indebtedness, the said right of way, and the said work and labor, shall be vested in said corporation as fully and completely as said right of way, and said work and labor is now vested in the State.

Sec. 17. The said corporation may also connect the said railroad, contemplated by this charter, with the Northern Cross railroad, at New Berlin, in Sangamon county, and use so much of said Cross railroad, between Jacksonville and Springfield, as they shall deem necessary. Said corporation paying to the State, or any company that may purchase said Cross railroad, such sum for the use of said Cross railroad as may be used, such sum as the parties in interest, for the time being, may agree upon; the corporation and the said company who may purchase said Cross railroad, paying a proportional amount for repairs on said Cross railroad, and in case of disagreement as to price to be paid by this company for the use of said Cross railroad, or for the repairs thereon the judge of the circuit court of Sangamon county, sitting as chancellor, shall decide upon the amount to be paid, on petition to be filed by either party in interest, which petition shall be proceeded in according to the rules and practice that govern chancery proceedings.

Sec. 18. That in using the west end of said Alton and Mount Carmel railroad by this corporation, it shall not be so used by said corporation as to deprive the proprietors of the Alton and Mount Carmel railroad, in the event of the State relinquishing said Alton and Mount Carmel railroad to the original company, from the free use thereof, by paying to this corporation such sum therefor as may be agreed upon, and in case of disagreement as to price, the matter shall be referred to the judge of the Madison circuit court, in the same manner as is provided for referring a similar matter to the judge of the Sangamon circuit court, as provided for in section seventeen of this act.

Sec. 19. That the State of Illinois, when it may hereafter wish to use any part of the State works that may be appropriated to this corporation by this act, it may do by allowing said corporation a fair compensation for the use of said public works, and in case of disagreement, the matter shall be referred to the judge of the Sangamon circuit court, to be proceeded in the same manner as provided in section seventeen of this act.

Sec. 20. This act shall be in force for the period of forty years, and said company shall commence said work within three years, and complete the same within ten years from the passage of this act.

Approved, February 27, 1847.

(Public and Special Laws of Illinois, 1847, page 144)

Department of State, Illinois.

I, Horace S. Cooley, Secretary of State of the State of Illinois, do hereby certify the foregoing laws and memorial to be true and perfect copies of the enrolled laws and Memorial on file in my office; the words printed in brackets, thus [ ] in the several laws in which they occur, not being in the enrolled laws, but are introduced in the printed laws for the purpose of correcting and explaining the same. *In testimony whereof,*

I have hereunto subscribed my name, at Springfield, this 15th day of May, 1847.

H. S. Cooley,
Secretary of State.

ACT OF LEGISLATURE

Approved January 29, 1849.

AN ACT to adjust the lease and claims of S. M. Tinsley & Co., on the Northern Cross Railroad.

Section I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the auditor of public accounts be and he is hereby authorized and required to issue his warrant on the treasurer in favor of S. Tinsley & Co., for the sum of three thousand dollars, with interest thereon at the rate of six per cent. per annum, from the first day of January, 1845, in full for all claims said company may have against the State of Illinois on account of the Northern Cross Railroad: *Provided,* said company shall first file with the auditor a receipt in full of all claims, with six per cent. interest per annum thereon from the first day of January, 1845, which Watson & Morse (the original lessees of said road) may have against said company.

Approved January 29, 1849.

Private Laws Illinois 1849, 1st Session, Page

ACT OF LEGISLATURE

Approved February 10, 1849. In force April 13, 1849.

AN ACT to incorporate the Northern Cross Railroad Company.

Section I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That James M. Pitman, Samuel Holmes, John Wood, Calvin A. Warren, Gresham B. Dimock, Hiram Boyle, and Isaac N. Morris, of the county of Adams, and James Brockman and James W. Singleton, of the county of Brown, and their associates, successors and assigns, are hereby created a body politic and corporate, under the name and style of the "Northern Cross Railroad Company," and by that name and style shall have perpetual succession; and said company are hereby made capable of suing and being sued, of pleading and being impleaded, of defending and being defended, in all courts in law and equity and other places; of contracting and being contracted with; and said company shall have authority to make, have, and use a common seal, and the same to renew and alter at pleasure; and said company are hereby vested with all powers, privileges and immunities which are or may be necessary to carry into effect the objects and purposes of this act, hereinafter mentioned, set forth, or referred to, and to exercise and enjoy, for the purposes of said company, the rights and privileges of natural persons.

§ 2. Said company are hereby authorized and empowered to locate, construct, establish, and finally complete and hereafter use a railroad commencing at any convenient point on the west bank of the Illinois river,

opposite the town of Meredosia, and running from thence on the most eligible, beneficial, expedient and practicable route, to the Mississippi river at the city of Quincy, in the county of Adams. And the said company are hereby empowered in the construction of said railroad, to lay out said railroad wide enough for a single or double track throughout the whole length; and for the purpose of constructing the same, and for materials, stone, earth and gravel, may take and use as much more land on the sides of the same as may be necessary for the proper construction and security of said railroad. Said company, in the construction of said railroad shall adopt the route of that portion of the Northern Cross Railroad between the Illinois and Mississippi rivers, as laid out and surveyed by this State, but shall have the right to depart from said route at such points as may be necessary or advisable for better ground, shorter distance, or cheapness of construction: *Provided*, that said company in the construction of said railroad shall terminate the same at a point opposite Meredosia.

§ 3. Said company, in the construction, completion and use of said railroad, shall have the right to use, enjoy and have all right of way in any manner held, owned, obtained, or secured by this State for or in the construction of that portion of the Northern Cross Railroad which lies between the Illinois and Mississippi rivers, and also all materials, stone, embankments, excavation, or other valuable thing secured, made, obtained, owned or held by this State, and of or belonging to said portion of said Northern Cross Railroad, should they become the purchaser thereof. And it shall be the duty of the Governor of this State, on request of said company in writing, to sell at public sale to the highest bidder for any State indebtedness, payable in ninety days after the day of sale, all interest, right of way, excavation, embankment, or other valuable thing owned, secured, or held by this State, as aforesaid, in, of, or in any manner belonging to that portion of the Northern Cross Railroad aforesaid, after giving sixty days' notice of the time and place of such sale, in some public newspaper published in the county of Adams or Brown, and to execute a certificate of purchase therefor to the purchaser thereof; which said sale and certificate of purchase shall vest in such purchaser all and every right aforesaid of this State thereto and therein, for the purposes of a railroad, and none other. All laws and parts of laws heretofore passed appropriating said portion of said Northern Cross Railroad, or any part thereof, to any other purposes than for a railroad, are hereby repealed.

§ 4. The capital stock of said company shall be one million of dollars, and may be increased to two millions of dollars, to be divided into shares of one hundred dollars each share. The immediate government, control, and direction of the affairs and organization of said company and company franchises, shall be vested in the persons named in the first section of this act, and a majority of them shall form a quorum, with power and authority to adopt such rules and by-laws, and other things to do and perform, necessary to the complete organization of said company, and to conducting the same; and to provide for opening books and obtaining subscriptions to the capital stock of said company, and for the calling of meet-

ings of said company; and when one hundred shares of the capital stock of said company shall be taken and subscribed for, the said company may fully organize and go into operation in the construction and completion of said railroad.

§ 5. When said one hundred shares shall be subscribed as aforesaid, the persons named in the first section of this act, or some of them, may call a meeting of the stockholders of said company, on giving public notice of the time and place of meeting, which shall be held at some place in the county of Adams or Brown, in this State, and shall fully organize said company, by the election of five directors for said company, who shall hold their offices for one year and until their successors shall be elected and qualified. Said directors shall have the same powers and authority, and perform the same duties, and be governed by the same rules conferred upon and required of the directors of the Alton and Sangamon Railroad Company, by an act entitled "An Act to construct a railroad from Alton, in Madison county, to Springfield, in Sangamon county," approved February 27th, A. D. 1847. Said directors so elected shall elect from their number one president, who shall hold his office for one year and until his successor is elected and qualified, and who shall have the same powers and be governed by the same rules as is conferred upon and required of the president of the Alton and Sangamon Railroad Company, by the act aforesaid, and all rules and provisions for elections provided by the said act shall apply to the company incorporated by this act. A majority of said directors, including said president, shall constitute a quorum.

§ 6. The said company hereby incorporated shall have, enjoy, and exercise all and singular the powers, rights, authorities, privileges and immunities conferred upon the Alton and Sangamon Railroad Company, by the act incorporating the same, described in the fifth section of this act as "An Act to construct a railroad from Alton, in Madison county, to Springfield, in Sangamon county," approved February 27th, 1847, and not contrary to the provisions of this act, and all privleges, powers, and immunities, in any manner conferred upon the Alton and Sangamon Railroad Company by the said act incorporating the same, and beneficial to the corporation hereby created, shall apply to the Northern Cross Railroad Company, the same as if herein specially recited and granted to said last named company, to all intents and purposes, and in every manner of thing, powers, privilege, or authority whatever.

§ 7. The last section of this act shall be so construed as in no way to affect the rights, powers, and immunities of the Alton and Sangamon Railroad Company, but shall be so construed as to confer upon and apply to the corporation hereby created, in the construction, completion, enjoyment, security and use of the railroad contemplated by this act, all rights, powers, privileges and immunities in the said act incorporating the Alton and Sangamon Railroad Company, mentioned and conferred, the same as if specially herein named.

§ 8. The company hereby incorporated shall have power to procure a loan or loans of money, as shall be deemed necessary for the construction of the said railroad, and may pledge the said road for the payment

thereof. Said company may receive in payment of stock subscribed for, bonds and mortgages, and also any securities, or evidence of debt, stock in other companies, or other valuable things; and may dispose of or pledge the same for the purposes of said company in the construction of said railroad; but said company shall not exercise banking powers.

§ 9. This act shall be deemed and taken a public act, and be construed liberally for the benefit of said company.

§ 10. The company hereby created are authorized and empowered, under and by virtue of this act, to construct a lateral branch of this railroad contemplated by this act, commencing on the Illinois river at any convenient point opposite the town of Naples, and from these running to and uniting with the said railroad which is to commence opposite to the town of Meredosia, and to terminate at Quincy, at the most eligible and convenient point.

APPROVED February 10, 1849.

Private Laws Illinois 1849, 1st Session, Page 82

ACT OF LEGISLATURE

Approved February 1, 1851.

AN ACT supplemental to an act entitled "An Act to incorporate the Northern Cross Railroad Company," approved February 10, 1849.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the company organized under the act to which this is a supplement, is hereby authorized and empowered to locate, construct, establish and finally complete and hereafter use a lateral branch of said Northern Cross Railroad, commencing at any convenient point on said Northern Cross Railroad, in the county of Adams, and running thence, on the most eligible, beneficial, expedient and practicable route, through the Military Bounty Tract, and terminating at the most convenient and eligible point, at or near the southern termination of the Illinois and Michigan canal: *Provided*, the said company shall not locate or construct the said branch upon any line east of the town of Knoxville, in Knox county. The said company are hereby empowered, in the construction of said branch railroad, to lay out said road wide enough for a single or double track, throughout the whole length thereof, and for the purpose of constructing the same, and for materials, stone, earth and gravel, may take and use as much more land on the sides of the same as may be necessary for the proper construction and security of said road.

§ 2. The capital stock of said company, in addition to the capital stock provided for in said original bill, shall be two millions of dollars, and may be increased to three millions of dollars, to be divided into shares of one hundred dollars each; and the directors of said company are hereby vested with power and authority to provide for opening books and obtaining subscriptions to the said additional capital stock, in such manner and under such rules and regulations as they may prescribe for obtaining subscriptions to the capital stock provided for in said original bill.

§ 3. The provisions of the act to which this act is supplemental, relating to the power, authority and duties of the directors, and to the election and powers of the president of said company, and to the powers, rights, authorities, privileges and immunities pertaining to the Northern Cross Railroad, granted to said company by the said original act, with the power to procure such loan or loans of money as may be deemed necessary for the construction of said branch railroad, and to pledge the said road for the payment thereof, and to receive in payment of stock subscribed for, bonds and mortgages, and also any securities or evidences of debt, stock in other companies, or other valuable things, and to dispose of or pledge the same for the purposes of said company in the construction of said branch railroad, and all and singular the provisions of the said original act and of the act therein mentioned, and beneficial to said company, shall apply to the said Northern Cross Railroad Company, to all intents and purposes, and in every manner of things, powers, rights, privileges or authority whatever, in reference to the said branch railroads, as fully and completely as if the location and construction of the said branch railroad had been authorized and provided for in and by the said original bill.

§ 4. This act shall be deemed and taken to be a public act, and be construed liberally for the benefit of said company.

APPROVED February 1, 1851.

Private Laws Illinois 1851, Page 42

ACT OF LEGISLATURE

Approved February 15, 1851.

AN ACT changing the eastern termination of the Northern Cross Railroad.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That no forfeiture shall accrue against or in respect to the Sangamon and Morgan Railroad Company, or in respect to any grant made to said company by the act supplementary to the act incorporating said company, by reason of a failure to expend fifty thousand dollars in the construction of the road east of Springfield during the present or next year: *Provided,* that by the first of February, eighteen hundred and fifty-three, the said company shall have expended one hundred thousand dollars in the construction of said road, and that in one year after said date last mentioned, they shall have finished the road to the line of the main track on the Central railroad, so that the same may be safely used for the transportation of persons and property thereon, but if the company shall not have expended the said sum of one hundred thousand dollars by the said first day of February, one thousand eight hundred and fifty-three, or shall not have complied with the conditions prescribed in the supplemental act aforesaid, then the General Assembly may repeal the said supplemental act, and the property granted and conveyed by the same shall revert to and become the property of the State.

§ 2. The said company may change the direction of the road at Danville so as to run from that point to the State line at the nearest practicable point in the direction of Lafayette: *Provided*, said company shall not extend their said road more than fifteen miles from Danville.

§ 3. The said company may locate and construct the road on the most eligible route, within two miles of Urbana, from Decatur to Danville, any thing in previous acts to the contrary notwithstanding.

This act to take effect from and after its passage.

APPROVED February 15th, 1851.

Private Laws 1851, Page 243

ACT OF LEGISLATURE

Approved June 11, 1852.

AN ACT supplemental to an act entitled "An Act to incorporate the Northern Cross Railroad Company," approved February 10, 1849.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the Northern Cross Railroad Company shall have power to borrow money on the credit of the corporation, not exceeding its authorized capital stock, at a rate of interest not exceeding ten per cent. per annum, payable semi-annually, and may execute bonds therefor, with interest coupons thereto annexed, and secure the payment of the same by mortgage or deed of trust on the whole or any part of the road, property and income of the company then existing or thereafter to be acquired, and may annex to such mortgage bonds the privilege of converting the same into the capital stock of the company, at par, at the option of such holders, if such election be signified, in writing, to the company three years before the maturity of said bonds.

§ 2. That the directors of said company be and they are hereby authorized to negotiate and sell the bonds of said company at such times and at such places, either within or without this State, and at such rates and for such prices as in their opinion will best advance the interests of the company. And if such bonds are thus negotiated or sold at a discount below their par value, such sale and disposition thereof shall be as valid and binding on the company in every respect as if they were sold or disposed of at their par value.

§ 3. That the said company, in securing the payment of the said bonds by a mortgage or deed of trust on the road, property and income of the company, shall have power to execute a mortgage or deed of trust aforesaid, to secure the payment of the full amount of bonds which the company may, at the time said deed of trust or mortgage bears date, or at any time thereafter, desire to sell and dispose of, and may execute and sell, from time to time, such amounts of said bonds, and of such dates, and payable to such person or persons as to the directors of said company may seem advisable, till the whole amount of bonds mentioned in such mortgage or deed of trust is executed and sold; and the said mortgage or deed of trust shall be as valid and effectual to

secure the payment of the bonds so executed and sold, and of every part thereof, as if the same and every part thereof had been executed of even date with the said deed of trust or mortgage.

APPROVED June 11, 1852.

Laws Illinois 1852, 2nd Session, Page 3

ACT OF LEGISLATURE

Approved June 21, 1852.

AN ACT to amend the first section of an act supplemental to "An Act to incorporate the Northern Cross Railroad Company, and to increase the number of directors of said company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the first section of an act entitled "An Act supplemental to an act entitled 'An Act to incorporate the Northern Cross Railroad Company,' approved February tenth, one thousand eight hundred and forty-nine," be so amended as to authorize the said Northern Cross Railroad Company to terminate the lateral branch of said road at any point where the said railroad may connect with any other railroad extending northward to the city of Chicago, anything in the act to which this is an amendment to the contrary notwithstanding.

§ 2. That the directors of the said Northern Cross Railroad Company may be increased so that the number thereof shall not exceed nine.

APPROVED June 21, 1852.

Laws Illinois 1852, 2nd Session, Page 108

ACT OF LEGISLATURE

Approved January 26, 1853.

AN ACT to authorize the city of Quincy to subscribe to the stock of the Northern Cross Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the city of Quincy is hereby authorized to subscribe for shares of stock in the Northern Cross Railroad Company, in any sum not exceeding one hundred thousand dollars, in addition to the subscription made by the city to the stock of said company under the provisions of an act entitled "An Act supplemental to an act entitled 'An Act to provide for a general system of railroad incorporations,' " approved November sixth, eighteen hundred and forty-nine; and which stock so subscribed for shall be under the control of the common council of said city, in all respects, as stock subscribed by individuals.

§ 2. That for the payment of the stock so subscribed the common council of the city is hereby authorized to issue to said company the bonds of said city at par, bearing interest not exceeding eight per cent. per annum, payable semi-annually, with interest coupons annexed, and executed by the mayor of the city, under the seal thereof, and counter-

signed by the city clerk, to an amount equal to the par value of the shares of stock subscribed, and to pledge the faith of the city for the semi-annual payment of the interest and the ultimate redemption of the principal.

§ 3. That before the additional stock aforesaid shall be subscribed an election shall be held to ascertain whether the citizens of said city are desirous that such subscription be made; and which said election shall be called by the common council of the city, and held and conducted and returns thereof made in the manner required by the fourth section of the act mentioned in the first section of this act. In case a majority of the voters voting at said election shall be in favor of the subscription, such authorized subscription shall then be made by the common council of said city. The bonds which shall be issued under the provisions of this act shall be issued for the amount of, and at the time the assessments upon the other stockholders of said company shall be regularly assessed and made payable: *Provided*, that the common council of the city may at any time issue to the said company the full amount of the bonds to be issued in payment of such subscription whenever in their discretion they may deem it advisable.

§ 4. That the city council of said city is hereby authorized to levy and collect a special annual tax on all real and personal property situated in said city, for the payment of the interest on said bonds, in the same manner as is provided by an act entitled "An Act to authorize the city of Quincy to collect a special tax for the purposes therein named," approved February the seventeenth, eighteen hundred and fifty-one; and the provisions of the act aforesaid in relation to the levy, collection and appropriation of the tax therein mentioned shall in every respect apply to the tax to be levied by virtue of this act.

This act shall take effect and be in force from and after its passage.

APPROVED January 26, 1853.

Private Laws 1853, Page 471.

ACT OF LEGISLATURE

Approved February 10, 1853.

AN ACT to facilitate the construction of the Northern Cross Railroad and its Northern Branch.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Northern Cross Railroad Company shall have power and authority to issue bonds or other evidences of debt for the purposes of raising money for the construction and equipment of the road of said company, and bearing such rate of interest, not exceeding ten per cent., as the company may deem advisable, and such evidences of debt may be sold or otherwise disposed of, either within or without this State, in raising money or procuring labor and materials in the prosecution of said work, upon such terms and rates as may be agreed upon by the parties, and if such sale or other disposition of such bonds or evidences of debt shall be at a discount, the same

shall remain as valid and binding, in every respect, as if sold at par value.

§ 2. It shall be lawful for the Chicago and Aurora Railroad Company and the Central Military Tract Railroad Company to subscribe and hold stock in the said Northern Cross Railroad Company, to an amount not exceeding ten per cent. of the capital stock of each of the said companies so subscribing.

§ 3. This act shall take effect and be in force from and after its passage.

APPROVED February 10, 1853.

Private Laws Illinois, 1853 Page 93

ACT OF LEGISLATURE

Approved February 28, 1854.

AN ACT to confirm the relocation of a portion of the Northern Cross Railroad.

PREAMBLE.—Whereas, the board of directors of the Northern Cross Railroad Company, in selecting a route for the construction of the Northern Cross Railroad from Quincy to Meredosia, by various resolutions passed during the years 1851 and 1852, resolved that that portion of the said railroad extending from the Mississippi river to a point near Mount Sterling, in Brown county, be located and constructed on a line and route in the said resolutions mentioned; and whereas, the board of directors of said company, in order to secure a shorter, more practicable and beneficial route, did on the 26th day of December, A. D. 1853, by their resolutions of that date, relocate a portion of their said railroad extending from the Mississippi river, and uniting with the said road previously located, at a distance of about seven miles from said river, on the line and route in the said resolution mentioned, and are now engaged in the construction of that portion of said road as relocated; now therefore—

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the route and line of that portion of the Northern Cross Railroad as relocated by the board of directors of said company, on the 26th day of December, A. D. 1853, by their resolution of that date, be and the same is hereby confirmed and established as the route and line of that portion of said road and said resolution mentioned, in place of the route as previously located, and that all the rights, powers, privileges and immunities conferred upon the said company by their charter and subsequent laws, in the location, construction and use of the railroads therein mentioned, shall equally, and to all intent and purposes, apply to and be exercised and enjoyed by the said company, in the location, construction and use of that portion of the said road as relocated as aforesaid.

§ 2. This act shall take effect and be in force from and after its passage.

APPROVED February 28, 1854.

Private Laws Illinois 1854, Page 212

ACT OF LEGISLATURE

Approved March 4, 1854.

AN ACT relating to certain highways therein named.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That so much of the Northern Cross Railroad as lies between the city of Quincy and the south line of the southeast quarter of section twenty-one, in township one north, of range eight west, in the county of Adams, and State of Illinois, be and the same is hereby appropriated to the purpose of a travelled way, until the same is wanted for railroad purposes.

§ 2. When any State road, in Adams county, shall have heretofore been laid out and established, and the location and establishment thereof has been twice decided upon by persons appointed by law, the same shall not thereafter be altered or changed, except by authority of the legislature.

§ 3. That a State road corresponding in width with Fifth street, in the city of Quincy, in the county of Adams, is hereby declared open and established from the south end or termination of said Fifth street, running thence south until it intersects the road leading from S. & W. B. Thayer's distillery, in an easterly direction, up the branch or creek on which said distillery is erected. Said road shall be worked and kept in repair as other State roads, and should any damage be claimed by any person or persons by reason of the location of said road, the same shall be assessed and paid in the manner now provided by law.

§ 4. This act shall take effect and be in force from and after its passage.

APPROVED March 4, 1854.

Private Laws Illinois 1854, 2nd Session, Page 213

ACT OF LEGISLATURE

Approved January 16, 1855.

AN ACT for the benefit of the Chicago and Aurora, the Central Military tary Tract and the Northern Cross Railroad Companies.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That it shall be competent and lawful for said companies to enter into such operating contract or contracts, by which either or any two of them may or shall undertake to supply machinery or rolling stock, upon fair and just terms, for the other or others, and for the interchange of cars and machinery, and for such other business arrangements as may be deemed for their mutual interest and facilitate the transaction of their business; and for the purpose of hastening the completion of the said line of roads and its full equipment the said companies and each of them may, for such consideration and on such terms as may be agreed upon, contract with each other and with any other party or parties by which either of said companies or any two of them may obligate themselves, respectively, to aid

the other by a loan of their or either of their credit, or by an undertaking to guarantee its bonds or to purchase the same, to such an amount as may be deemed expedient, or by any other mode; and all such contracts which have been or may hereafter be made are hereby confirmed and made valid and binding on the parties to the same, and in case of a breach thereof may be sued upon, at law or in equity, as in other cases of contract.

§ 2. This act shall take effect and be in force from and after its passage.

Approved January 16, 1855.

Private Laws Illinois 1855, Page 288

AGREEMENT, January 1, 1855, Northern Cross Railroad Company, Central Military Tract Railroad Company and Chicago and Aurora Railroad Company and John M. Forbes, John Elliott Thayer and Louis A. Von Hoffman.

Agreement, made this first day of January, in the year one thousand eight hundred and fifty-five, between the Northern Cross Rail Road Company of the first part, The Central Military Tract Rail Road Company of the second part, The Chicago & Aurora Rail Road Company of the third part, (each of said Companies being a corporation created by the laws of the State of Illinois,) and John M. Forbes and John Elliott Thayer, of the city of Boston, and Louis A. Von Hoffman, of the city of New York, of the fourth part.

Whereas, the said parties of the first part, for the purpose of borrowing money to be applied to the construction and equipment of their Rail Road, have issued, or authorized the issue of, their bonds, dated on the first day of January, one thousand eight hundred and fifty-five, numbered consecutively from number one, (1,) payable on the first day of January, one thousand eight hundred and seventy-five, and in the aggregate amounting to one million of dollars, for the payment of which bonds it has been agreed by the said parties of the first part, that they will create and keep up a Sinking Fund, by paying to the said parties of the fourth part hereto, as Trustees, or to their survivors or successors in such trust, the sum of fifteen thousand dollars, on the first day of January, A. D. one thousand eight hundred and fifty-seven, and thereafter semi-annually on the first days of July and January in each year, until the maturity or payment of said bonds for the redemption thereof, in the manner stated in an agreement made and executed by and between the said parties hereto of the first and fourth parties, bearing even date herewith;

And, whereas, the said three Rail Road Companies, the parties of the first, second and third parts hereto, have entered into contracts for a business connection, and for the transportation of through freight and passengers over the whole length of their several Rail Roads, from Quincy to Chicago, whereby it has become greatly to the interest of the said parties of the second and third parts hereto that the completion of

the Rail Road of the said parties of the first part should be secured beyond all doubt or contingency;

And, whereas, the said parties of the second and third parts hereto, for the considerations herein expressed, and for the purpose of securing the completion of the said Rail Road of the said parties of the first part hereto, by aiding in and facilitating the negotiation and sale of their said bonds, and also in pursuance of lawful authority, granted to or conferred upon them respectively by the Legislature of the State of Illinois, have severally agreed with the said parties of the first and fourth parts hereto, and with each of them, in the manner stated herein:

Now, it is hereby witnessed, by and between the said several parties hereto, and in consideration of the aforesaid premises, of the several covenants and agreements made and entered into by each of said parties, as herein contained, and of the sum of one dollar each, to the other in hand paid, at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, it is also hereby covenanted and agreed, by and between said parties hereto respectively, in manner and form following, that is to say:

The said parties of the second and third parts hereto, do hereby severally, and not jointly, respectively covenant and agree with the said parties of the first and fourth parts hereto, and with each of them, and with their several successors, that they, the said parties of the second and third parts shall and will purchase the aforesaid bonds of the said parties of the first part, to the amount of twenty-five thousand dollars each, semi-annually, from after the first day of January, one thousand eight hundred and fifty-seven, so long as the bonds can be purchased at par, as is hereinafter provided; and that they, the said parties of the second and third parts hereto, shall and will respectively deposit with the said parties of the fourth part hereto, their survivors and successors, the sum of twenty-five thousand dollars each, on the first day of January, A. D. 1857, or between that date and the first day of April in that year, and also the like sum semi-annually thereafter, on the first days of July and January, in each year, or between those days and the first days of April and October respectively, in each year, to be applied by the said parties of the fourth part to the purchase at par, for the said parties of the second and third parts respectively, of such of said bonds as shall be specified in the notice hereinafter mentioned, as entitled to be sold to or purchased for said parties of the second and third parts respectively.

And it is hereby further expressly declared and agreed, by and between all the said parties hereto, that on the first day of April, in the year one thousand eight hundred and fifty-seven, and thereafter on the first days of April and October in each year, until all of said bonds, which have not in the meantime been redeemed by the said Sinking Fund created by the said parties of the first part hereto, have been once purchased by the said parties of the second and third parts hereto, provided the moneys, for the purchase of the said bonds have, prior to that time, been deposited with or paid to the said parties of the fourth part by the

said parties of the second and third parts, or either of them, they, the said parties of the fourth part hereto, their survivors or successors, shall and will ascertain and determine by lot, the number of said outstanding bonds as shall, from time to time, be entitled to be purchased at par by the said parties of the second and third parts; and that the said parties of the fourth part, their survivors and successors in this trust, will, in the months of April and October in each year, give public notice by advertisement, twice in each week, for four successive weeks, in a public newspaper, published in each of the cities of New York, Paris, and Frankfort-on-the-Maine, of the numbers of said bonds, which shall at the time of such publication be entitled to be purchased at par with the moneys so deposited by the said parties of the second and third parts, respectively, with the said parties of the fourth part, and that the bonds to which the moneys deposited by the said parties of the second and third parts hereto are applicable, will be purchased at their par value at the city of New York, or in Paris, or in Frankfort-on-the-Maine, as the case may be, at the time specified in the said notice, which shall not be less than sixty nor more than ninety days after the last publication of such notice; and that the said parties of the fourth part, their survivors, or successors, at the time and place specified in the said notice, in case the said bonds are then produced for such sale, will purchase the same at par, and deliver the same with the unpaid interest coupons to the said parties of the second and third parts, according to their several purchases, or in case the said bonds shall not be then produced for such sale, that then the said parties of the fourth part, their survivors or successors, will repay the money so deposited with them to the said parties of the second and third parts, respectively.

And it is hereby further understood and agreed, that the bonds which shall be paid and redeemed by the Sinking Fund, created by the said parties of the first part, together with the unpaid interest coupons, shall be, by the said parties of the fourth part, surrendered up to the said parties of the first part to be canceled; and that the bonds which have been once purchased by the said parties of the second and third parts hereto, are not to be again purchased by them, but are to be excluded from all future drawing.

And it is further agreed that the parties of the fourth part hereto, their survivors and successors, shall and will allow interest to the parties of the first, second and third parts hereto, at seven per cent. per annum, on all sums by said parties respectively deposited with them from the time of such deposit till the time specified in such notice for the redemption or purchase of said bonds has expired, or in case the bonds entitled to be purchased by the parties of the second part, at par, shall not be procured in pursuance of such notice for that purpose, then the said interest to be paid to the said parties of the second and third parts in the moneys deposited by them, till the same is repaid as herein provided.

And the parties of the first part hereby covenant and agree to and

with the parties of the second, third and fourth parts hereto, and with each of them, that they, the said parties of the first part hereto, will create and keep up a Sinking Fund by paying to the parties of the fourth part hereto, as Trustees, or to their survivors or successors in such trust, the sum of fifteen thousand dollars on the first day of January, in the year of our Lord one thousand eight hundred and fifty-seven, and thereafter semi-annually, on the first days of July and January in each year, until the maturity or payment of all of the bonds herein mentioned, to be held by the said parties of the second part in trust and applied to the payment of said bonds, for the redemption thereof in the manner stated in the agreement between the said parties of the first and fourth parts hereto, of even date herewith and herinbefore mentioned.

In witness whereof, the said Northern Cross Rail Road Company, the Central Military Tract Rail Road Company, the Chicago & Aurora Rail Road Company have caused their respective seals to be hereunto affixed, and the same to be subscribed by their respective Presidents, and the said parties of the fourth part have affixed their hands and seals hereto, the day and year first above written.

N. BUSHNELL,
[COMPANY SEAL.] *President of the Northern Cross Railroad Co.*

J. W. BROOKS,
[COMPANY SEAL.] *President of the Central Military Tract R. R. Co.*

J. F. JOY,
[COMPANY SEAL.] *President of the Chicago & Aurora R. R. Co.*

J. M. FORBES,
Trustee. [SEAL.]

JOHN ELIOT THAYER,
Trustee. [SEAL.]

LOUIS A. VAN HOFFMAN,
Trustee. [SEAL.]

Signed, sealed and delivered in presence of
O. H. PEABODY,
H. P. KIDDER,
J. M. F. to N. B.
J. E. T. & J. W. B.

AGREEMENT, January 1, 1855, Northern Cross Railroad Company, Chicago and Aurora Railroad Company and Central Military Tract Railroad Company.

This Agreement, made this first day of January, in the year one thousand eight hundred and fifty-five, by and between the Northern Cross Rail Road Company of the first part, and the Chicago & Aurora Rail Road Company of the second part, and the Central Military Tract Rail Road

Company of the third part—all of the said parties being corporations duly created by the laws of Illinois—

WITNESSETH,—*Whereas*, the said parties of the first part, for the purpose of borrowing money to be applied to the construction and equipment of their Rail Road from Quincy to Galesburg, have issued or agreed to issue their bonds bearing date the first day of January, A.D. 1855, and payable (with interest at the rate of eight per cent., per annum, payable semi-annually) on the first day of January, A.D. 1875, in the aggregate sum of one million of dollars, unto the Trustees hereinafter named, and to secure the payment of which said bonds, the said parties of the first part have executed their second mortgage on their said Rail Road, franchises and income, and upon their property, real and personal, now existing and hereafter to be acquired, unto John M. Forbes, John Eliot Thayer, and Louis A. Van Hoffman, their survivors and assigns, as Trustees, for the benefit of the holders of the said bonds; and have also created a Sinking Fund of thirty thousand dollars per annum, payable unto the said named Trustees in the sum of fifteen thousand dollars on the first day of January, A.D. 1857, and thereafter semi-annually in the sum of fifteen thousand dollars, on the first days of July and January in each year, for the redemption of the said bonds, until the maturity or payment thereof;

And whereas, in and by a certain agreement, mutually executed by and between the said parties of the first, second, and third parts hereto, and the said named Trustees, bearing even date herewith, the said parties of the second and third parts hereto, severally and not jointly, have respectively covenanted and agreed to and with the said parties of the first part hereto, and with the said named Trustees, that they will respectively purchase the aforesaid bonds of the said party of the first part, to the amount of twenty-five thousand dollars each, semi-annually, the first of said purchases to be made on or near the first day of January, A.D. 1857, so long as the said bonds can be purchased at par, until the said bonds have been once purchased by them, or have been redeemed by the said Sinking Fund, said purchase to be made in the manner stated in the said agreement.

Now, therefore, in consideration of the premises, the said parties of the first part hereto, doth hereby, for themselves, their successors and assigns, covenant and agree to and with the said parties of the second and third parts hereto, respectively, their successors and assigns, hereby covenanting to and with the said parties of the second and third parts severally, and respectively, and not jointly, that in case the said parties of the second and third parts, or either of them, on a resale of the said bonds of the said party of the first part, so purchased by them, at the first two semi-annual purchases thereof, made in pursuance of the agreement hereinbefore referred to, shall sell and dispose of the said bonds, or of any of them, at a rate and price below that which they respectively paid therefor; that in such case, the parties of the first part shall and will immediately, on notice thereof, re-pay unto the said parties of the second and third parts, respectively, the difference between the price and the sum at which they

severally purchased and sold the said bonds, or any of them, and will in every respect fully indemnify and save harmless the said parties of the second and third parts, and each of them, and their respective successors and assigns from any and all loss arising from such purchase and re-sale of the said bonds, or of any of them; and that, in respect to such of the said bonds, as by the terms of the said agreement herein referred to, the said parties of the second and third parts hereto, would be required to purchase on and subsequent to the first day of January, A.D. 1858; they, the said parties of the first part, their successors and assigns, will provide and pay unto the Trustees, in the said agreement named, their successors and assigns in the place and stead of the said parties of the second and third parts hereto, all the funds and moneys required for the making of such future purchases of said bonds, so that all of the said bonds, which by the said agreement are required to be purchased on and subsequent to the first day of January, A.D. 1858, shall be so purchased with the moneys and for the sole account of the said parties of the first part, and not with the moneys or for the account of the said parties of the second and third parts hereto, or either of them.

And the said parties of the first part hereto, for the consideration aforesaid, do hereby fully acquit, release and discharge the said parties of the second and third parts hereto, and each of them, and their respective heirs and assigns from all obligation, legal or otherwise, to the said parties of the first part, their successors and assigns, by reason of anything in their said respective covenants and agreement herein mentioned, contained, requiring them, or either of them, to provide or pay unto the said Trustees, therein named, or otherwise, the moneys with which to purchase the said bonds, or any of them, to be purchased on and subsequent to the first day of January, A.D. 1858, so far as the obligation of the said covenants and agreement is in favor of and for the benefit of the said parties of the first part, but, reserving to the Trustees named in the said agreement, all their rights arising under and reserved to them, their successors and assigns, under and by virtue of the said agreement, which are to be in no respect affected or impaired hereby.

Executed in
Duplicate.

[SEAL] In witness whereof, we, the said Northern Cross Rail Road Company, have caused our President to subscribe his name and to affix the corporate seal of the Company hereto, the day and year first above written.

N. BUSHNELL,
President of the Northern Cross Railroad Company.

AGREEMENT, July 22, 1856, Northern Cross Railroad Company and James W. Singleton.

ARTICLES OF AGREEMENT, Made and entered into by and between the Northern Cross Rail Road Company, of the first part, and James W. Singleton, of the second part.

Witnesseth: The said party of the first part hereby covenants and agrees, in consideration of the sum of one dollar, to them paid by the party of the second part, and the further consideration that the said party of the second part, or his heirs or assigns, will construct, operate, and maintain that part of the Northern Cross Rail Road from Camp Point, in the County of Adams, and State of Illinois, to the Illinois River, that they, the said party of the first part, will convey by perpetual lease or deed, at the option of the said party of the second part or his assigns, all that portion of the line of said Northern Cross Rail Road embraced in the Charter of the party of the first part which extends from the east end of the Depot Ground of said party of the first part at Camp Point, in said county of Adams, to the Illinois River, together with all the work and material done or furnished by said party of the first part, or by the State of Illinois. Also, all the right of way now held by the party of the first part between said Depot Ground and the Illinois River; and the said party of the first part hereby covenant and agree, for the consideration aforesaid, that they will relinquish to the said party of the second part, or his assigns, all their rights, powers, authority, franchises and immunities of every kind, held or enjoyed by them under their original charter of incorporation, or the amendments thereto, or under any general or special law of the State of Illinois, so far as the same relate to that portion of the Northern Cross Rail Road between the east end of the Depot Grounds of the party of the first part, at Camp Point and the Illinois River, and that the said party of the first part will do and perform every act and thing which may be necessary to enable the said party of the second part, or his assigns, to construct, maintain and operate said Rail Road, and to take, use and enjoy all the profits, benefits and advantages of the same, forever, consistent with avoiding pecuniary liability, and to procure subscriptions, public and private, individual and corporate, and to use the same in the construction of the said road.

Until legislation can be had, organizing an independent company or extending the charter of some existing Company to Camp Point, the said party of the first part agrees to permit the party of the second part, or his assigns, to use the corporate name, powers, authority, privileges, franchises and immunities for the survey and extension of the said road from Camp Point to the Illinois River, and to procure and collect subscriptions, and use them in the construction of the same, or to acquire, by purchase or condemnation, lands, right of way, or property or materials therefor, the said party of the first part being properly indemnified against pecuniary loss or liability, and all costs or expenses in the premises.

It is also mutually agreed and understood that the party of the second part, or his assigns, shall have the same power and privilege of making running connections and arrangements for carrying of freight and passengers for the joint business hereinafter mentioned, with any Company or Companies, as the party of the first part have; and that contracts of that nature, made by either, shall inure to the benefit of both parties to this contract, or their assigns.

The said party of the second part, upon his part, agrees in consideration of the covenants and agreements of the said party of the first part herein made, that he will, within two years from the date hereof, build and put in complete operation, a Rail Road from the east end of the Depot Ground of the party of the first part at Camp Point to the Illinois River, so as to connect at Camp Point with the main track of the Northern Cross Rail Road, to be by the party of the first part extended to the east end of said Depot Grounds, on the line as located in the direction of the Illinois River, as soon as the party of the second part is ready to connect the two roads at that point.

It is mutually agreed that if said road is not completed and in operation within two years from the date hereof, for the transportation, over the same, of persons and property, by steam, that this contract shall be null and void, anything herein to the contrary notwithstanding.

That, to promote the greater convenience of the public, and to facilitate the dispatch of the joint business of the parties hereto, or their assigns, when said Rail Road to the Illinois River is put in operation, meaning by "joint business" any business participated in by them, which shall pass over the whole, or any portion of the road of the first party, between the Mississippi River and the City of Quincy, and the junction of the two roads and over any portion, or the whole of the road of the second party, whether relating to the transportation of passengers or freight, as well as for the purpose of defining their separate relations to each other in the transaction of said joint business, the said parties hereby further mutually agree with each other as follows:

First. The taking of goods or passengers upon one of these roads, to pass upon the other, shall not, by reason of this instrument, (except when it is specifically provided,) affect the remedy of either against the other, nor give the public any rights of action against both, or either, separately, which they would not otherwise have.

Second. Each party upon its respective road, shall furnish for the joint business which may originate, or be left upon it, as suitable and proper depot accommodations as it may have and use for its own separate business, and each will exercise the same care and vigilance, as well in selling tickets to passengers and giving them proper information as in receiving and delivering all freight offered for transportation, including the loading and unloading, for the joint business, as for its separate business.

Third. Each party will also collect and be answerable to the other for the dues and receipts on joint account accruing on its separate road, and as soon as practicable, and not longer than thirty working days after the close of each month, render and settle an account of the same, and pay over to the other party its proportion thereof. Each party shall have the right to draw for back charges upon the proper office of the other party, payable at three day's sight, in currency, whenever the balance due such party for back charges, shall be one thousand dollars and upwards.

Fourth. The party of the second part, will furnish, repair and operate all necessary and suitable motive power to transport the trains for the

joint business upon the road of the first party between the junction of the two roads and the Mississippi River at the city of Quincy, as well as upon their own road, and will transport the trains used therefor, promptly and without unnecessary delay; and will furnish the men to manage such motive power and trains, and the fuel and oil for the same. Such trains to be run under the direction of the Agent of the first party, under printed rules and regulations, as fully as are the trains of the separate business of the first party; and the men upon, or in the management of such motive power, shall be as fully under the direction of the agent of the first party, under the rules and regulations aforesaid, as if they were in the service of that party, and subject to be suspended upon like grounds. In arranging the time at, and in which the trains of the joint business shall pass over the road of the first party, the first party shall be as liberal and fair with them as with their own trains, showing no partiality or favor to their own trains over those operated by the second party for the joint business. The time of starting the trains of the joint business upon the road of the first party, may be named from time to time by the second party, who shall give two weeks' notice to the first party, of any change they desire; and the first party shall only modify or change such time of starting sufficiently not unnecessarily to interfere with the previously established time of their own trains.

Fifth. The first party will furnish the water to the locomotives of the second party when upon the road, and at their stations, and generally upon their road render the same assistance and service to the trains of the joint business (excepting that the second party shall oil them) as they do to the trains of their separate business, so that it shall not be necessary for the second party to have any men upon the road of the first party, in addition to the usual number they send with their trains. The first party shall suspend or discharge any of their men for the same faults with reference to the trains for the joint business, as would result in a suspension or discharge, had it referred to their own trains.

Sixth. The party of the second part shall furnish all necessary and suitable passenger, freight and other cars for the joint business, and shall sufficiently equip them with conductors, brakemen, baggage-men, and other necessary agents and servants, to take charge thereof; also furnish oil and fuel necessary for the same—it being agreed by the party of the second part, that such conductors and other servants of theirs, while upon the road of the party of the first part, shall be as fully under the direction of the agent of that road, under printed rules and regulations, as if they were in the service of that road, and subject to be suspended on like grounds. Said party of the second part shall also take all risk and liability, and indemnify from all costs and expenses, the other party, for injury, damage, or loss which may happen to such cars, or to their servants employed in managing them, or to the passengers or freight carried on joint account, while they are upon, or passing over the road of the first party, as fully as if such cars and servants, passengers and freight were upon or passing over their own road; such risk and liability to extend to any such servants,

passengers or freight, which may happen to be in or upon the cars of the party of the first part, or of any other connected rail road company whose business passes over the whole, or any portion of the road of the second party, to or from the road of the first party, as well as to passengers, servants or freight in and upon their own cars as aforesaid. It is, however, understood in regard to the said second party's liability for the safe care and custody of joint freight, while upon the road of the first party, that such liability shall not commence upon freight to go from the road of the first party, until it is delivered upon the cars and to the train of the second party, and snall terminate upon freight coming from the road of the party of the second part, when it is delivered to the servants of the first party at the station of its destination, who shall receive it upon its arrival.

Seventh. The party of the second part shall have the right to fix upon, and to alter and adjust the tariff for the passengers and freight of the joint business, and also for their business in case they build a double track, as hereinafter provided, but said party shall not fix the said tariff from any point upon the road of the first party to any point upon the road of the second party within ten miles of the junction of the two roads, at any less rate per mile than the same is fixed by the first party from the same points respectively, to points the same distance beyond the junction upon the road of the first party, to the prejudice or injury of the first party, as to its share of the earnings or revenue from the passengers or freight in question.

Eighth. The mode of division of the revenue from the joint business, shall be as follows: The whole money earned upon the two roads, in the transportation of any property or passengers in the joint business, shall be presumed to have been earned upon each road in proportion to the distance it has passed over each road, allowing to every mile it may be carried, a uniform rate of compensation, or dividing the whole money earned by the number of miles the passenger or freight has been carried, to get the earnings of each mile, and this multiplied by the miles carried upon each road, will give the revenue earned upon each road. The whole of the revenue accrued or earned upon the road of the second party, shall belong to it. Of the whole moneys earned or accrued upon the road of the first party, forty dollars out of every one hundred, shall belong to it, and the balance, being sixty dollars out of every one hundred dollars, shall belong to the party of the second part, and after this rate shall all money thus earned upon the joint freight and passenger business upon the road of the first party be divided.

The money earned in joint business by the transportation of Expresses, shall be divided in the same manner as above specified for the division of the revenues from the passenger and freight business.

Ninth. Should any passenger or freight get into or upon the cars or trains of the joint business, in their passage over the road of the first party, such passenger or freight passing over any portion of the road of the second party, the money collected for the transportation of such freight or

passenger, shall all of it be immediately paid over to the party of the first part, it not being intended by this instrument to interfere in any manner with the separate business of the first party; and this section shall equally apply to the trains of the party of the second part, in case they build a second track, as hereinafter provided.

Tenth. In case a double track shall hereafter be constructed by the party of the first part, at their own cost and expense, from the Mississippi river, at the city of Quincy, to the junction of the two roads, then, and in that case, the division of the revenue from the joint business, shall be the same as upon the single track.

Eleventh. The money earned for the transportation of the United States mails upon the road of each party, shall belong to each respectively, provided only, that if the post office department pay an extra compensation to the party of the first part, by reason of the mails which pass to and from Quincy, and over the road of the party of the second part, then, in that case, the said extra compensation only, shall be divided in the same manner as the revenues from the passenger and freight business. The foregoing provision shall apply as well to the double as to the single track; but should the party of the second part be allowed a compensation for carrying mails over and upon the road of the first party, such compensation shall be divided in the manner specified herein for freight, passenger and express business.

Twelfth. Should the party of the second part, or his heirs or assigns, desire to construct at his or their own cost and expense, a second track from the east end of the depot grounds at Camp Point, there to connect with the main track of said party, to the Mississippi river, at Quincy, north of, and not within the depot gounds of the party of the first part, before a second track is constructed by the party of the first part, the right and privilege of constructing and using said second track, to be in all respects as well built as the present track of the first party, is hereby granted to the said party of the second part, his heirs and assigns, on the payment to the party of the first part, the annual interest of ten per cent. upon one half of the cost of the right of way, grading, masonry, engineering, and any other cost and expense of the road bed for the single track of the road of the first party, as located from the east end of the depot grounds at Camp Point, to the point to which the party of the second part may construct such second track.

When the said second track shall be completed, the said track, together with the main track of the party of the first part, between the same points, shall be used as common tracks for the business of both parties, under joint rules and regulations to be mutually agreed upon between the parties, on each party paying one half of the cost of repairing and maintaining said tracks between the points to which said second track extends. This twelfth article of this agreement relates exclusively to the construction of a second track by the party of the second part, and to the use of the two tracks in the manner, and on the consideration herein named; but does not give the party of the second part the right to, in any manner, enjoy or use any other tracks of the party of the first part, or any station depot or other con-

veniences or accommodations of the first party, at their terminal or other stations, or elsewhere along the line of their road, which, in case any use or privileges relating thereto, are hereafter desired by the second party, his heirs or assigns, is to be left to the mutual agreement of the parties at the time.

And it is hereby further, and as a part of this twelfth article, and as a part of the consideration on which the agreements in this twelfth article are entered into on the part of the party of the first part, that all depot, or other business conveniences and accommodations which may be provided at Quincy, in connection with the said second track, for the use and accommodation of the business passing the river, whether by ferry, bridge, or otherwise, to and from any rail road constructed in the State of Missouri, shall, together with any tracks connected therewith, be used and enjoyed by both parties for their respective business arising from, and connected with the said rail roads in Missouri, and the government and use thereof, shall be determined by joint rules and regulations, mutually agreed upon by the parties, and as compensation for the use thereof, by the party of the first part, the said party shall pay an annual rent equal to ten per cent. on the cost of said portion thereof, as may be appropriated to, and used by said party; and, also, that in case either party shall desire and undertake to arrange for the establishment or use of any ferry across the Mississippi river, for rail road use, or for the construction or use of any bridge for rail road use, at or near Quincy, the other party shall have the right, at the option of said other party, to join in such undertaking; and in that case, the same shall be entered into and carried out jointly, as an undertaking to inure to the mutual and equal benefit of both parties, on the terms to be agreed upon by the parties at the time, and shall be occupied and used under joint rules and regulations established by the common consent of the parties.

It is also further agreed and understood that, should any difference or difficulty arise in the common use of the said two tracks, as provided in this twelfth article, which cannot be amicably adjusted by said parties, the party of the second part, or his assigns, shall have the right and power to take up and remove their track from the premises of the party of the first part, without any obstruction or hindrance, or detriment from the party of the first part, their successors, or parties claiming under them.

It is hereby further agreed and understood, that in case the party of the second part construct a second track, as provided in this article, then, and in that case, and from and after that time, all the articles and provisions in this agreement contained, relating to a "joint business" between the parties, shall cease and be void, and be of no further force and effect.

Thirteenth. The party of the first part hereby covenants and agrees to lease and grant to the second party, the use of such land as may be necessary for the extension and construction of an addition to the engine house of the first party, sufficient for the storage and keeping of at least four engines, and including the use of their turn table and tracks to the same, for the sum of two hundred dollars, paid annually during the period that

it may be required by the party of the second part, if not required for the use of the party of the first part.

It is expressly agreed and understood that the party of the second part are to pay the cost of constructing the said extension of the said engine house, and it is to correspond in style, plan, and manner of construction, to the portion now built and owned by the party of the first part. When it shall become necessary that the party of the first part shall occupy, for their own use, all the ground and room designed to be used in the extension of their engine house, now partly built, the party of the second part shall then vacate the extension built by him or them, and cease to occupy or use the same, upon the payment by the first party to the second party, the amount expended for such extension and appurtenances, deducting a proper sum for the deterioration of such premises.

Fourteenth. If in the execution and performance of the contract, questions of difference shall arise between the parties hereto, in relation to the management of said road, between the junction and the Mississippi river, at the city of Quincy, or, in relation to agents and employees, and adjustment of the tariff under this contract, or as to the meaning of this contract, or any part thereof, or if in practice or from the change of circumstances by reason of the building of the double track by either party, or from any cause whatever, it shall be found that some other provisions should have been inserted herein, or some contained herein should be modified or changed in order to secure the objects designed by this contract, or if in practice it shall be found by either party, that any provision or stipulation herein operates injuriously or unjustly to the interests of said party, it is mutually agreed by the parties hereto, that in every such case, in order to carry out the general scope and intent of this contract, if the parties in interest cannot agree, the matter which may be the subject of controversy at any time or times, shall be referred to three umpires, two of whom shall be presidents or superintendents of rail roads not connected with the road of either party, disinterested, and practically acquainted with the operation thereof; and the third shall be a legal person. One to be chosen by each party to this contract, and the third by the persons so chosen, whose decision of the matter to them referred, shall be final and conclusive; *provided*, that when any one one of the contingencies happens contemplated by this article, either party shall notify the other, in writing, thereof, stating the umpire that has been selected on their part, and if within sixty days the other party shall not select the umpire on their part, and give notice in writing to the other party, it shall be optional with the party that has chosen such umpire, to select the other, which two shall have the right to appoint the third, and their decision shall be final and conclusive between the parties. *Provided*, that the first reference on the subject of the division of the revenue from the joint business, provided for in the eighth, tenth and eleventh sections of this agreement, shall not take place within a less period than two years from the date of the execution hereof.

This agreement, and every part thereof, shall take effect and be in force

from the date of the execution thereof, and for and during the corporate existence of the said party of the first part.

Provided, however, that in case the party of the second part, or his assigns, or any person or persons, bodies politic or corporate, controling the road from the junction of the two roads to the Illinois river, shall hereafter construct or use a line of rail road from, or east of the junction at Camp Point, to the city of Quincy, for the transportation of freight and passengers as an independent line of rail road between Quincy and the Illinois river, except as herein provided, then, on the completion of such road, the relations by this contract established between the parties from the junction to the city of Quincy, shall be forever dissolved, and all the rights and privileges hereby granted to the party of the second part, from the junction of the two roads at the east end of the depot grounds at Camp Point, to Quincy, shall cease and determine, anything herein to the contrary nothwithstanding.

In witness whereof, the said parties have hereunto respectively set their hands and seals. The Northern Cross Rail Road Company acting by their President, this, 22nd day of July, A. D. 1856.

N. BUSHNELL,
President of the Northern Cross R. R. Co.
JAMES W. SINGLETON.

AGREEMENT, June 15, 1858, The Quincy and Chicago Railroad Company and the Quincy and Toledo Railroad Company.

Memorandum of an Agreement made between the Quincy and Chicago, late the Northern Cross Railroad Company, of the first part, and the Quincy and Toledo Railroad Company of the second part, this fifteenth day of June A. D. 1858, Witnesseth:

Whereas, a certain agreement was made and entered into between the party of the first part and James W. Singleton, bearing date the 22d day of July, A. D. 1856, to facilitate the construction of a railroad between Camp Point and the Illinois River, by the said James W. Singleton or his assigns, and which contract has been assigned to the party of the second part hereto, who is now engaged in the construction of said road;

Now, therefore, in order to adapt the provisions of said agreement to the new relations established by a change of parties, and to correct, change and modify certain of the provisions therein in a manner deemed just and equitable between the parties, under existing circumstances, it is, by the parties hereto, mutually agreed and understood:

First. That so much of said agreement as relates to the time for the completion of the road, in said agreement described, from Camp Point to the Illinois River, be, and the same is hereby so modified and changed as to extend the time for the completion thereof to the 22d of March, A. D. 1859, and the said contract, as corrected, changed and modified by this instrument, shall have the same construction, force and effect as if it had, by its original tenor, provided for the completion of said road at the time herein mentioned.

Second. That the articles in said agreement numbered Eight, Ten and Eleven, be, and the same are hereby so modified and changed as to give to the said party of the first part forty-five dollars out of every one hundred dollars, instead of forty dollars out of every one hundred dollars, and to the second party fifty-five dollars out of every one hundred dollars, instead of sixty dollars out of every one hundred dollars, in the division of the revenues from the joint business, provided for in said agreement.

Third. This agreement is hereby declared to be made by way of supplement to the said agreement of the 22d of July, A. D. 1856, which remains in full force and effect in all its separate parts, except so far as the same is corrected, changed or modified by this instrument, which is to be taken and construed in connection with the said original agreement in all cases affecting the rights of the parties acquired under said contract, and this supplement thereto, subsequent to the date hereof.

In Witness Whereof, the parties hereto have caused these presents to be subscribed and their corporate seals to be affixed by their proper officers, the day and year first above written.

[SEAL] N. BUSHNELL,
President of the Quincy and Chicago Rail Road Company.

[SEAL] JAS. W. SINGLETON,
President of the Quincy and Toledo Rail Road Company.

AWARD OF ARBITRATORS September 8, 1859. In controversy between the Quincy and Toledo Railroad Company and The Quincy and Chicago Railroad Company, concerning contract dated July 22, 1856.

We, the undersigned, LOUIS V. BOGY, President of the Iron Mountain Railroad; THOMAS MCKISSOCK, Superintendent of the Pacific Railroad; and HENRY B. MCCLURE, Attorney at Law; arbitrators, selected and duly sworn to hear and determine the matters in controversy between the Quincy and Toledo Railroad Company and the Quincy and Chicago Rail Road Company, and contained in the annexed specifications, have carefully examined the contract between the Northern Cross Rail Road Company, now the Quincy and Chicago Rail Road Company, and James W. Singleton, 22d of July, A. D. 1856, and now existing between the said Quincy and Chicago Rail Road Company and the said Quincy and Toledo Rail Road Company, the latter company being the assignee of said James W. Singleton, as regards said contract; and having heard the evidence duly adduced under oath, do determine and award in the premises that the Quincy and Toledo Rail Road Company, as the assignee of said Singleton, have the right to sell tickets at Quincy and Camp Point for the business of said railroad and its connections, excepting for the local business between Camp Point and Quincy. This right belongs to all railroads unless surrendered by express agreement.

And we do award and determine to said Quincy and Toledo Rail Road Company the right:

1st. To have their offices or places for selling tickets at said city of Quincy and Camp Point, provided by said Quincy and Toledo Rail Road Company for that purpose, not, however, to affect or embrace the local business of the Quincy and Chicago Rail Road Company on the line of their road between Camp Point and Quincy.

2d. We do, under the powers contained in the fourteenth section of said contract, award and determine to the Quincy and Toledo Rail Road Company, the right to build and use proper depots, ware houses, freight buildings, turnouts, switches and needful appendages as common carriers at said Quincy and Camp Point, upon grounds to be procured by them, and the same to connect with the track or tracks of the Quincy and Chicago Rail Road, and the same to use in the transaction of their business of carrying, as is usual with independent rail road companies, or needful to them in conducting their business as such common carriers.

And we do award and determine that said Quincy and Toledo Rail Road Company have and exercise the rights and privileges at Quincy and at Camp Point, generally, of common carriers upon an equal footing with said Quincy and Chicago Rail Road Company, except expressly, the carrying between Quincy and Camp Point, which, being the local business of the Quincy and Chicago Rail Road Company, belongs exclusively to said last named company, under the terms of said contract.

And we do award to said Quincy and Toledo Rail Road Company, at said Quincy, and also at Camp Point, the right to transact, regulate and control the carrying business both of passengers and freight of their road and connections, as independent rail road companies may do, excepting expressly, the local business of the Quincy and Chicago Rail Road Company, between Camp Point and Quincy.

Nothing in this award shall, in any way, change the obligations contained in said contract, of said Quincy and Toledo Rail Road Company, to account for and settle with said Quincy and Chicago Rail Road Company for the proportion due said last named company, under said contract, for joint earnings for freight and passengers.

And we do further award and determine that said Quincy and Toledo Rail Road Company shall, at all times, permit said Quincy and Chicago Rail Road Company to inspect their books for the purpose of ascertaining the amount of their proportion of joint earnings for freight and passengers.

We do further award and determine that any power given by said contract to the said Quincy and Chicago Rail Road Company to make rules and regulations, relates only to the police of the track for the government of the trains and operatives of the two companies while upon the road between Quincy and Camp Point, or at the stations or depots of the Quincy and Chicago road, and does not give said Quincy and Chicago Rail Road Company power, in any way, to change said contract.

Dated at the Dunlap House, at Jacksonville, Illinois, this 8th day of September, A. D. 1859.

Louis V. Bogy,
T. McKissock,
H. B. McClure.

Specification of points in controversy now submitted to arbitrament between the Quincy and Toledo Rail Road Company, and the Quincy and Chicago Rail Road Company, under contract dated 22d of July, 1856; amendments thereto, and the present relations of said Companies.

1st. The Quincy and Toledo Rail Road Company claims the right of general *terminus* of their road at Quincy for all purposes of accommodation, as common carriers, including the right to sell tickets, receive and discharge freight, and transact such other business at said point as pertains to railroads and railroad carrying, and to make running connections or arrangements with other roads, at Quincy and Camp Point, and including the right to construct, on grounds by them for such purpose obtained, or to be obtained, and to use their own depots, turnouts, and all suitable terminus and railroad accommodations, and the same suitably to connect with the track or tracks of the Quincy and Chicago Rail Road Company at said Quincy. Said Company also claims the right at Camp Point to sell tickets, receive and discharge freight, and transact such other business at said point, as pertains to railroads and railroad carrying, upon their own grounds and in their own buildings, or on grounds and buildings to be furnished or procured by them; and the same property to connect with the track or tracks of the Quincy and Chicago railroad. The Quincy and Toledo Railroad Company do not claim the right to interfere with, or to carry on the local freight and passenger business between Camp Point and Quincy.

2d. The said company claims, that the right given to the Quincy and Chicago Rail Road Company, under the said contract, to control the running of the trains of the Quincy and Toledo Rail Road Company between Camp Point and Quincy, "under printed rules and regulations," relates only to the police of the road, and should apply equally to both roads, regulating only the running of the trains and the conduct of those connected therewith in operating the same; and does not embrace the right, in any manner, to control the business or carrying operations of the Quincy and Toledo Rail Road, nor preclude said company from transacting their business themselves, and in their own way, at Quincy and Camp Point, and therefore, so much of the printed rules and regulations, signed by C. G. Hammond, Superintendent, and entitled, "Rules," as inconsistent with the specifications aforesaid, are inoperative and void.

3d. The Quincy and Toledo Rail Road Company claims, that if the rights indicated by the foregoing specifications, do not exist under the relations of the said two companies, by force of the contract aforesaid, suitable provisions, duly securing the same to the Quincy and Toledo Rail Road Company, should be awarded and become a part of said contract, and that the arbitrators should so award in the premises, as to secure to the Quincy and Toledo Rail Road Company all rights and powers, neccessary and proper to place the said company, for all practical purposes of carrying and competition in business on an equal footing at Quincy and Camp Point, for the use of their road and its connections with the Quincy and Chicago Rail Road Company.

The foregoing are the specifications referred to in the foregoing award.

LOUIS V. BOGY,
H. B. MCCLURE,
T. MCKISSOCK.

STATE OF ILLINOIS, }
MORGAN COUNTY. } SS.:

I, Stephen Sutton, a Justice of the Peace in and for the county of Morgan, and state aforesaid, do hereby certify that on the 8th day of September, A. D. 1859, at Jacksonville in said county, LOUIS V. BOGY, THOMAS MCKISSOCK and HENRY B. MCCLURE, were by me duly sworn, faithfully and fairly to hear, examine, and determine the matters in controversy between the Quincy and Chicago Rail Road Company, and the Quincy and Toledo Rail Road Company, according to the principles of equity and justice; and to make a just and true award according to the best of their understanding.

Dated at Jacksonville, in the county aforesaid, this 8th day of September, A. D. 1859.

STEPHEN SUTTON, J. P. [SEAL.]

ACT OF LEGISLATURE

Approved January 31, 1857.

AN ACT to incorporate the Quincy and Toledo Railroad Company; to legalize the subscription of the city of Quincy and the county of Brown to the capital stock of the Northern Cross Railroad Company, and the bonds issued or to be issued by said city and county in payment for said stock; to amend the charter of the Great Western Railroad Company of the State of Illinois, and legalize and confirm the contract of said company with James W. Singleton.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That James W. Singleton, his associates, successors and assigns, are hereby created a body corporate and politic, under and by the name and style of "The Quincy and Toledo Railroad Company," with perpetual succession; and by that name, shall be and are hereby made capable, in law and equity, to sue and be sued, to plead and be impleaded, defend and be defended in all courts of law and equity in this State and elsewhere; to make, have and use a common seal, and the same to renew and alter at pleasure; and shall be and are hereby vested with all the powers, privileges and immunities, which are or may be necessary to carry into effect the purposes and objects of this act. And the said corporation hereby created is authorized and empowered to locate, construct and finally complete, and put in operation, a railroad, from the east end of the depot ground of the Northern Cross Railroad Company, at Camp Point, in the county of Adams, to the east side of the Illinois river, at or near Naples or Meredosia, and so as to connect the same with the track of the Great Western Railroad of

Illinois: *Provided*, that the construction of the contemplated bridge shall not obstruct the navigation of the Illinois river.

§ 2. And for the purpose of constructing, maintaining, equipping and operating said railroad, the corporation hereby created shall have and may use, exercise and enjoy all the rights, powers, privileges, franchises and immunities which by the several acts of the legislature of Illinois are conferred on the Northern Cross Railroad Company, together with the power to mortgage, lease or sell said road to any other company or corporation.

§ 3. The Great Western Railroad Company, of the State of Illinois, be and they are hereby authorized and empowered by the president, to indorse the bonds of the corporation hereby created, and to guarantee and secure the payment of the principal and interest of said bonds, and at the place of payment thereof, as the same may become due and payable. The words "guaranteed by the Great Western Railroad Company, of the State of Illinois," written or printed upon the said bond or bonds, and signed by the president of said company, shall be and is hereby declared to be a covenant of said Great Western Railroad Company, to and with the holder or holders of said bonds or bond, to pay to such holder or holders the principal and interest thereof, as the same may become due and payable. And the contract between the said Great Western Railroad Company and James W. Singleton, dated the twelfth day of September, 1856, is hereby declared to be valid and binding upon the parties thereto, in all courts of law and equity in this State and elsewhere, as to their respective undertakings therein—the power and authority to execute the same being hereby granted to the parties respectively.

§ 4. That the act of John Wood, mayor of the city of Quincy, dated the (6th) sixth day of August, 1856, whereby the said John Wood, on behalf of the said city, subscribed to the capital stock of the Northern Cross Railroad pursuant to an ordinance of the city council of said city, dated the fourth day of August, 1856, authorizing, empowering and directing the said John Wood, mayor as aforesaid, to subscribe two hundred thousand dollars to the capital stock of said Northern Cross Railroad Company, together with the acts, doings and agreements of the city council of the said city of Quincy, and the same are hereby legalized, ratified and confirmed. And all bonds of the said city of Quincy, issued or to be issued in payment of said subscription of two hundred thousand dollars, shall, in all respects, be and are hereby made a debt of said city of Quincy, due to the holder or holders of such bonds, contracted by said city of Quincy, under authority of law: *Provided*, that said bonds shall be and remain in the hands of Isaac O. Woodruff, of said city of Quincy, until said road is graded from Camp Point, in the county of Adams, to Mount Sterling, in Brown county. Thereupon, the said Isaac O. Woodruff shall deliver one hundred thousand dollars of said bonds and retain the remainder thereof in his hands until said road is graded to the Illinois river: *Provided*, nothing in this act shall be so construed as to prevent the city council of said city from authorizing

an earlier delivery of said bonds, if, in their judgment, the interest of the city requires it; and the said city council are hereby authorized and empowered to levy and collect a special tax, for the payment of the interest of said bonds.

§ 5. The subscription of Jacob Vandeventer, county judge of the county of Brown, made for and on behalf of said county, of one hundred thousand dollars, to the capital stock of the Northern Cross Railroad Company, be and the act of said county judge is hereby legalized, ratified and confirmed. And the said county judge of the county of Brown, is hereby authorized, empowered and directed to make, execute and deliver to the person or persons, company or corporation entitled to receive the same, one hundred bonds of the county of Brown, for one thousand dollars each, bearing a rate of interest not greater than eight per cent. per annum, and said interest payable semi-annually in the city of New York, at the Metropolitan Bank, on the first days of January and July of each year; and the principal of said bonds payable in ten years, at the same place, in the city of New York, upon receiving an equal amount of the stock of the Great Western Railroad Company of the State of Illinois; and the said bonds, so to be issued as aforesaid, shall, to all intents and purposes, be and remain, until the interest and principal thereof is fully paid, a debt of the said county of Brown, due to the holder or holders of said bonds, contracted by the said county of Brown, under authority of law.

§ 6. And it shall be lawful for said city or said county to make their bonds payable at any banking house, in the city of New York or Boston, which may be agreed upon by the parties interested.

§ 7. This act to be in force from and after its passage.

APPROVED January 31, 1857.

Private Laws Illinois, 1857, Page 229.

ACT OF LEGISLATURE

Approved February 10, 1857.

AN ACT to change the name and amend the charter of the Northern Cross Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the corporate name of said company shall be and is hereby changed to "The Quincy and Chicago Railroad Company," by which name and designation it shall be authorized to contract and carry on its corporate business, and also to complete and carry out and execute, and avail itself of all existing contracts and the benefits thereof, and of all public and private acts of the General Assembly, as if the name of said company had not been changed: **Provided,** that in all actions, suits and proceedings commenced or judgments rendered in favor of or against the said company, the former name of the said company shall be used in prosecuting and defending the same, and in all process issued therein, until the final determination

and execution thereof, in the same manner as before the passage of this act.

§ 2. That the board of directors of said company shall have power and are hereby authorized to declare forfeited any stock subscribed for in said road, with all the prior payments thereon, on which full payment has not been made in the manner required by the board, on first giving four weeks' notice, by publication thereof in some public newspaper published in the city of Quincy, for four weeks in succession, once in each week, that all stock subscribed for and not paid up in full by a day to be named in said notice, will, at the option of the board of directors of said company, be declared forfeited.

§ 3. That the said company and any city or incorporated town through or into which said road or branches passes, are hereby authorized and empowered, on such terms and for such consideration as the parties may agree upon, to make, execute and perform any contract or agreement for the establishing, opening or abolishing any parts of any lane, avenue or alley within the limits of such city or town, along or across which the said road passes or which may separate or adjoin any property held by the company for the purposes of its corporate business at such town or city; or such town or city may lease or convey the same to the said company, in fee, or otherwise secure to said company the sole occupation or use thereof, in such manner and for such uses and purposes as may be agreed upon.

§ 4. This act shall be a public act, and take effect and be in force from and after its passage.

APPROVED February 10, 1857.

Private Laws Illinois 1857, Page 373.

TRUST MORTGAGE, July 1, 1853, Northern Cross Railroad Company to John M. Forbes, et al.

No. 1950. Filed September 10th, 1853.

This Indenture made this first day of July in the year One Thousand Eight hundred and fifty-three Between the Northern Cross Rail Road Company, a corporation, duly constituted as such by the laws of the State of Illinois, of the first part, and John M. Forbes and John Eliot Thayer of the City of Boston and Louis Ferdinand Von Hoffman of the City of New York of the second part, whereas the said Northern Cross Rail Road Company pursuant to the terms of the Statute of said State incorporating them and other Statutes affecting them are engaged in constructing a line of Railroad from the City of Quincy on the Mississippi River to the Town of Galesburg in the State of Illinois, a distance of about one hundred miles and for that purpose need and have resolved to purchase and transport Iron Rails, Chairs and other Iron and Equipment necessary therefor and also to borrow money for such purpose and transportation and for the construction of said road to an amount not exceeding One Million Two hundred thousand dollars and in order to secure payment therefor or repayment therefor to execute

bonds of said Company as hereinafter described to the persons or parties lending such money or furnishing such rails Iron or equipments each of said bonds bearing even date herewith and payable to the holder thereof at the office of Mess. Duncan, Sherman & Co., in the City of New York on the first day of July one thousand eight hundred and seventy-three with interest at the rate of eight per cent per annum payable semi-annually on the first days of January and July ensuing the date thereof, said bonds being of the number and for the sums or amounts following, that is to say Seven hundred of said bonds numbered from number (1) one to number (700) seven hundred inclusive for the sum of Five hundred dollars each, Six hundred of said bonds numbered from number (701) seven hundred and one to number (1300) thirteen hundred inclusive for the sum of One thousand dollars each and ten of said bonds numbered from number (1301) thirteen hundred and one to number (1310) thirteen hundred and ten inclusive for the sum of Twenty-five thousand dollars each which bonds shall be on an equality so far as regards security for the payment thereof by these presents notwithstanding the same may be issued at different times each of said bonds being authenticated by a certificate thereon signed by the parties of the second part hereto and containing a clause permitting the holder thereof to exchange the same at par for shares of stock in said railroad Company it being however understood and agreed in case the holder or holders of the aforesaid bonds numbered from number (1301) thirteen hundred and one to number (1310) thirteen hundred and ten inclusive or of any or either of them shall at any time hereafter before the maturity thereof surrender them or any or either of them to the said parties of the second part or their successors in the trust and cancel the same or cause the same to be cancelled that the said railroad company shall have the right and power of issuing to such holder or holders of said surrendered and cancelled bonds and in lieu and in the place and stead thereof other bonds of said Company of One thousand dollars each to an amount not exceeding in the aggregate the amount of the bond or bonds surrendered and cancelled which bonds shall be numbered consecutively from number (1311) thirteen hundred and eleven to a number not exceeding (1560) fifteen hundred and sixty inclusive to be of the same date payable with the same rate of interest at the same time and place and to contain the same right of conversion into the stock of the said Rail Road Company and to be authenticated by a similar certificate as the said bonds surrendered and cancelled also by a further certificate indicating the number of the cancelled bond or bonds in lieu of which such bond or bonds have been issued which bonds numbered consecutively from (1311) thirteen hundred and eleven when issued shall be on an equality so far as regards security for the payment thereof by these presents with the bonds first herein described and intended to be secured hereby.

Now therefore this Indenture Witnesseth that the said Northern Cross Rail Road Company in order to secure the payment of the said bonds and interest and in consideration of the sum of One dollar to them at the ensealing and delivery hereof in hand paid by the said parties of

the second part, the receipt whereof is hereby acknowledged, Have granted, bargained, sold, transferred and conveyed and by these presents Do grant, bargain, sell, transfer and convey to the said parties of the second part and to their successors in the trust hereby created and assigns, All the following present and in future to be acquired property of the said Rail Road Company that is to say their said Road from the City of Quincy on the Mississippi River to the Town of Galesburg in the said State of Illinois made or to be made including the right of way and land occupied thereby together with the superstructure and track thereon and all the rails and other materials used therein procured therefor including all the iron rails and other materials purchased or to be purchased or paid for with the above described bonds or the money obtained therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, contracts and all other property, real or personal, pertaining to said Road or the using thereof now owned or hereafter to be acquired and owned by said Company together with the tools, rents or income to be had, levied or derived therefrom, all franchises, rights and privileges of the Rail Road Company of, in and to or concerning the same and also all bonds and mortgages, securities, evidences of debt, stock in other companies and all other valuable things received or hereafter to be received by said Rail Road Company in payment of their stock subscribed or to be subscribed for in said Road, but nothing herein contained shall be construed to prevent the said Rail Road Company from selling, hypothecating or otherwise disposing of any surplus lands of the company not necessary to be retained for their said roadway, depot grounds and stations nor required for the construction or convenient use of their road nor for collecting monies due the Company on stocks subscriptions or otherwise, Provided they shall diligently proceed to collect and faithfully apply all such means to the construction and equipment of their said Road and Provided also that no default shall have been made in the payment of the interest or principal of any of the above described Bonds to have and to hold the said premises and every part thereof with the appurtenances unto the said parties of the second part, their successors in said trust and assigns upon the following trusts that is to say—That if the said Northern Cross Rail Road Company shall fail to pay the principal or any part thereof or any of the interest on any of the said bonds at any time when the same may become due and payable according to the tenor thereof when demanded then after sixty days from such default upon the request of the holder of such bond the said parties of the second part, their successors in said trust or assigns may enter and take possession of all or any part of said premises and as the attorneys in fact or agents of said Northern Cross Rail Road Company by themselves or agents or substitutes duly constituted have use and employ the same making from time to time all needful repairs, alterations and additions thereto and after deducting the expenses of such use, repairs, alterations and additions apply the proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid or the said parties of the second part, their successors in said trust and

assigns at their discretion May or on the written request of the holders of at least ten per cent of the bonds then unpaid and unconverted into stock shall cause the said premises or so much thereof as shall be necessary to pay the principal and interest of all such of said bonds as may then be unpaid and unconverted into stock to be sold at public auction in the City of Boston in the State of Massachusetts or in the City of New York giving at least ninety days notice of the time and place and terms of such sale and of the specific property to be sold by publishing the same in two newspapers in good circulation in each of said cities and also in the City of Chicago and also in three newspapers (if there be so many) in good circulation published in said City of Quincy and execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same which shall be a bar against the said Northern Cross Rail Road Company, their successors and assigns and all persons claiming under them of all right, interest or claim in or to the said premises or any part thereof and said trustees shall after deducting from the proceeds of said sale costs and expenses thereof and of managing such property apply so much of the proceeds as may be necessary to the payment of said principal and interest due and unpaid on said bonds and shall restore the residue thereof to the said Northern Cross Rail Road Company. It being hereby expressly understood that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws by the said Rail Road Company nor any injunction or stay of proceedings or any process be applied for or obtained by them to prevent such entry or sale as aforesaid.

And the said Northern Cross Rail Road Company hereby covenant for the consideration aforesaid to execute and deliver any further reasonable and necessary conveyance of the premises or any part thereof to the said parties of the second part, their successor or successors in the trust and assigns for more fully carrying into effect the objects hereof particularly for the conveyance of any property acquired by the said railroad company subsequently to the date hereof and comprehended in the description of the premises contained herein and the said Northern Cross Rail Road Company hereby further covenant as aforesaid that the money borrowed for the purposes aforesaid upon the security of the said bonds shall be faithfully applied to the purchase and transportation of iron and equipments for said road and the expenses attending such loan, purchase and transportation and laying down the superstructure of said road and constructing and equipping the same and that said iron and equipments so purchased shall be transported and used with due diligence in the construction, finishing and use of said Rail Road and it is hereby mutually agreed and these presents are upon this express condition that on payment of the principal and interest of said bonds or the conversion thereof into stock in manner aforesaid the estate hereby granted to said parties of the second part shall be void and the right to the premises hereby conveyed shall revert to and revest in the said Northern Cross Rail Road Company without any acknowledgment of satisfaction, reconveyance, re-entry or other act.

And it is also mutually agreed that the said parties of the second

part, successors in the trust and assigns, shall only be accountable for reasonable diligence in the management thereof and shall not be responsible for the acts of any agent employed by them when such agent shall be employed with reasonable discretion and that said parties of the second part, their successors in said trust or assigns shall be entitled to receive proper compensation for every labor or service performed by them in discharge of their trust in case they shall be compelled to take possession of said premises or any part thereof or manage the same and it is also further mutually agreed that the several Trustees shall not in any manner be liable or responsible for any acts of each other to which they do not severally assent and that in case of the death, mental incapacity or resignation of any one of said Trustees to act the matter of said trusts, all his right, estate, interest, power and control in the premises shall be divested, cease and determine and the said Rail Road Company and the surviving Trustees may mutually agree upon a new Trustee to supply the said vacancy or failing so to do the said railroad company shall or in case of their default to take proceedings therefore for thirty days the holders of a majority of said bonds may apply to any Court of the State of Illinois having jurisdiction in the premises to appoint a new Trustee being a resident of the City of New York or Boston to supply said vacancy and thereupon such new Trustee shall become vested for the purposes aforesaid with all the rights and interest requisite to enable the Trustee thus designated to execute with the others the purposes of this Trust without any further assurance or conveyance of the same but if the same shall be necessary both or either of the parties hereto shall execute and deliver any and all necessary releases or conveyances for that purpose it being further expressly understood that the surviving Trustee or Trustees shall be fully empowered to execute all the purposes of this trust until said vacancy shall be so supplied.

In Witness whereof the said Northern Cross Rail Road Company have caused their corporate seal to be hereto affixed and the same to be subscribed by their President and Treasurer and the said parties of the second part have hereunto set their hands and seals the day and year first above written.

NEHEMIAH BUSHNELL,
President.
CHARLES A. SAVAGE,
Treasurer

[SEAL]

Signed, sealed and delivered in presence of
The words in said road being interlined on the second page before execution.

M. W. NEWELL.
JOHN FIELD.

J. M. FORBES [SEAL]
JOHN ELIOT THAYER [SEAL]
L. F. VON HOFFMAN [SEAL]

Witnesses to signatures:
J. M. Forbes & John Eliot Thayer.
H. P. Kidder.
F. H. Peabody.

Witness to signature of L. F. Von Hoffman.
John T. Hoffman.

State of Illinois, } ss.
Adams County. }

Be it remembered that on this first day of July in the year One thousand eight hundred and fifty-three personally appeared before me Carlo M. Woods, Clerk of the Circuit Court in and for the County of Adams and State of Illinois, Nehemiah Bushnell, President of the Northern Cross Rail Road Company to me known who being by me duly sworn did depose and say that he resided in the City of Quincy in the said County of Adams, that he was the President of the Northern Cross Rail Road Company, that he knew the corporate seal of the said Company, that the seal affixed to the foregoing conveyance was such corporate seal and that it was so affixed by the order of the Board of Directors of said Company and that he signed his name thereto by the like order as President of said Company and he the said Nehemiah Bushnell further said that he also knew Charles A. Savage, the Treasurer of said Company and that the signature of the said Charles A. Savage subscribed to the said conveyance was in the genuine hand writing of the said Charles A. Savage and was thereto subscribed in the presence of him the said Nehemiah Bushnell by the like order of the said Board of Directors.

And I do hereby further certify that the said Nehemiah Bushnell and Charles A. Savage who are both personally known to me to be the same persons who executed the within and foregoing deed of conveyance and whose names are thereto subscribed as having executed the same did at the time and place aforesaid acknowledge that as the President and Treasurer of the said Northern Cross Rail Road Company they executed the said deed for and on behalf of the company and as the act and deed of the said Company and for the uses and purposes therein expressed.

In Witness whereof I, Carlo M. Woods, Clerk of the said Circuit Court have hereunto set my hand and affixed the seal of said Court at my office in the said County of Adams the day and year first above written.

C. M. Woods, *Clerk.*
[Seal] *By* Geo. W. Leich, *Deputy.*

(Circuit Court, Adams County, Illinois.)

I hereby certify that I have been President of the Northern Cross Rail Road Company ever since the 24th day of March, A. D. 1851, and as such I am well acquainted with the acts and transactions of the company from the time of its organization and that the foregoing deed of Trust or Mort-

gage executed by me as President and by Charles A. Savage as Treasurer of the Company to secure the payment of certain bonds therein described constitute the first and only lien ever created by the Company or existing on the road property and income of the Company therein mentioned or on any part thereof.

Quincy July 1st, 1853. NEHEMIAH BUSHNELL.

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK. } ss.

Be it remembered that on this the second day of August in the year one thousand eight hundred and fifty three in the City of Boston in the County Suffolk and Commonwealth of Massachusetts before me Joseph H. Buckingham, a Commissioner residing in said City, duly appointed a commissioner by the Governor of the State of Illinois to take the acknowledgment and proof of the execution of Deeds and other instruments in writing under seal to be used or recorded in said State of Illinois, personally appeared J. M. Forbes and John E. Thayer, who are personally known to me to be the persons who subscribed and executed the within instrument and they severally acknowledge to me that they had executed the same for the uses and purposes therein expressed.

In Witness whereof I have hereunto set my hand and official seal at my office in Boston in the County of Suffolk and Commonwealth of Massachusetts on this the second day of August in the year one thousand eight hundred and fifty three.

J. H. BUCKINGHAM.
A Commissioner of the State of Illinois.

(Commissioner's Seal)

STATE OF NEW YORK, CITY & COUNTY OF NEW YORK. } ss.

I, John T. Hoffman, a Notary Public in and for the said County and State duly commissioned and sworn dwelling in the said City of New York do hereby certify that Louis Ferdinand Von Hoffman who is personally known to me as one of the persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Notarial seal at the said City of New York this tenth day of August in the year one thousand eight hundred and fifty three.

JOHN T. HOFFMAN,
Notary Public.
63 Wall St.

[SEAL]

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

I, Charles H. Westerberg, Clerk of the Circuit Court and ex-officio Recorder in and for said County in the State aforesaid, do hereby certify that the annexed is a true and correct copy of the record of a certain Trust Deed filed in my office on the 10th day of September, A. D. 1853, as Document No. 1950, and recorded in Volume 4 of Mortgages, at page 404.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal at Galesburg, this 5th day of May, A. D. 1923.

CHARLES H. WESTERBERG
Recorder.

[SEAL]

CONTRACT, Dated, April 1st, 1857,
The Chicago, Burlington and Quincy Rail Road Company,
and
The Quincy and Chicago Railroad Company.

Articles of agreement made and entered into this first day of April A. D. 1857 by and between the Chicago, Burlington and Quincy Rail Road Company and the Quincy and Chicago (late Northern Corp.) Rail Road Company.

Witnesseth:

1. That the said Companies hereby agree to unite their respective Roads in a common operative management to be placed in charge of one General Superintendent to be appointed by the concurrence of the two Companies, and to go into effect on the 10th day of this present month. The line formed by this union shall be called "The Chicago, Burlington and Quincy Rail Road Line" and the General Superintendent of the same, exercising the powers and performing the duties usual in such cases, shall in whatever pertains to the common business of the line act under the joint directions of an executive committee of the two Companies consisting of their respective Presidents and in whatever respect the local business of each Company under the direction of the authorized officers of the respective Companies. The Road of the Chicago, Burlington & Quincy Rail Road Company extends within the meaning of this agreement from Chicago to Burlington and the Road of the Quincy and Chicago Rail Road Company from Quincy to Galesburg where it joins with the other Road.

2. This instrument is not intended nor shall it be understood to give to either Company any interest in the business or earnings of the other, nor, except as herein provided, shall it affect the remedy of either against the other, nor give the Public any rights of action against both or either separately which they would not otherwise have.

3. Each Company shall retain the exclusive management of its own construction and equipment accounts, works and expenditures entirely disconnected from the common operative management hereby adopted for business purposes.

4. The earnings of each Road will consist 1st of the earnings from its local business, or that which passes in whole or in part over it and over no portion of the other. The local business of each Road shall in the common management be equally accommodated, cultivated and encouraged, and the earnings from it belong wholly to the Road on which it passes. 2nd The earnings from business which passes over the whole or some portion of each Road forming the line, such earnings from whatever source derived shall be divided pro rata between the Companies in proportion to the miles it passes on each road.

5. The property of either Company carried on the road of the other shall be charged with and pay to the Company on whose road it passes the same Tariff rates as is charged to other parties in similar cases.

6. The operating expenses of each road shall be paid out of its earnings or the revenues derived from the business passing over it, it being understood that the expenses of the Galesburg Station are to be borne wholly by the Chicago, Burlington and Quincy Rail Road Company; Provided however that expenditures for line operations (for which reference may be had to the Instructions to Agents relative to earnings issued by Amos T. Hall Esq., Treasurer of this date) shall be borne by each Company in proportion to its earnings.

7. The charge or monies levied for the transportation of property to Chicago and to Quincy from other stations on the Roads forming the line shall be the same for similar distances, without reference to the direction in which such property is to be transported, so that the movements of property on the line outside of Chicago or Quincy to those points respectively shall be left to the course of trade unaffected by tariff rates.

8. There shall be a mutual interchange of the Freight cars of the Companies for freight transportation which may be used indiscriminately whenever the business requires; and of which use a regular and correct account shall be kept from the way bills of freights and each Company shall be allowed one and one half cents per mile of car run loaded on the Roads of the other, every car being considered loaded when it has on board any freight however small. In case of the interchange of passenger and baggage cars, each Company shall be allowed three cents per mile for each first class Passenger Car, and two cents per mile for each second class Passenger Car, and baggage car, hauled in train on the Road of the other.

9. The Engines of each Company with their Tenders shall be kept and used on their own roads, but in case of their being at any time used on the road of the other, a proper compensation shall be made for the particular service.

10. In no case shall the Cars of one Company be used on the Wood, Ditching or Construction Trains of the other and no compensation for car service is therefore provided for such a case, and particular care shall be taken to enforce the observance of this rule.

11. Either Company in furnishing repairs to the cars or machinery of the other, shall charge for the labor and materials furnished on the principle of cost, and only to the extent of a fair and full re-imbursement of the actual

cost of such repairs and not with a view of profit beyond such just equivalent.

12. All loss and damage happening in the course of business from stolen, lost or damaged goods, when it is known on which Road the same are stolen, lost or damaged and every other loss, damage or injury to persons or property happening on either Road from detention, accident or other causes, when the fact that such loss, injury or damage happened on such road is known, shall be borne by the Company on whose Road the same occurs; but in all cases in which it is not known on whose Road the loss, damage or injury occurs, it shall be assumed that the same occurred pro-rata on the two Roads, and shall be borne by each Company in proportion to the earnings derived to each from the property or business in respect to which the same occurs.

13. All injuries to the cars and machinery of each Company while on the Road of the other from negligence or casualty and the cost of the reparation thereof shall be borne by the Company on whose Road the injury occurs. But for reparations rendered necessary by ordinary wear and tear exclusive of negligence and casualty, as the cars are to be used interchangeably and compensation in car service is allowed for such use, it will be assumed that each car will be used and the ordinary wear and tear thereof be the same as for every other and the cost of such reparation will therefore be charged to and borne by the Company owning the car undergoing the repairs.

14. The Chicago, Burlington and Quincy Rail Road Company shall collect and reserve the earnings of the Quincy and Chicago Rail Road Company and apply a sufficient amount thereof from time to time to pay the operative expenses of the latter Road, and shall pay over the balance of the earnings from time to time as may be required to the Treasurer of the Quincy and Chicago Road, a full settlement on account of such earnings and expenditures and full payment of the final balance for each month to be made at the close thereof or as soon thereafter as the business and accounts of the month can be brought up and adjusted so as to determine the true balance or its proximate.

15. The funds collected on the local business of the Quincy and Chicago Rail Road whether in specie funds or in currency and the relative portions of specie funds and currency derived from the common business of the line belong to the Quincy and Chicago Rail Road Company and are to be accounted for in kind, that is in the respective amounts of specie funds and currency in all remittances and settlements.

16. The Treasurer of the Chicago, Burlington and Quincy Rail Road Company shall keep a separate account of the earnings, receipts and expenditures of the Quincy and Chicago Rail Road and of the business and statistics thereof in the same manner as such accounts for the former Company are kept, and all books and papers having reference to the business of the Quincy and Chicago Rail Road, and are proper for information on any of the matters in which such Company is interested shall be at all times open for the examination of the authorized officers of the Company; and

such Treasurer shall also from time to time as may be required furnish to the Treasurer of the Quincy and Chicago Rail Road Company, daily, weekly and monthly reports of the earnings and expenditures with copies of all vouchers paid therefor with whatever else may be necessary to a full understanding of the operative business, receipts, expenditures and statistics of the Road.

Either party may terminate this arrangement at any time on thirty days notice, communicated through their respective Presidents.

In Witness whereof the same Companies have caused their respective Presidents to subscribe their names hereto in duplicate the day and year first above written.

N. BUSHNELL
Presdt. of The Quincy & Chicago Rail R. Co.

I. F. JOY
Presdt. of The Chicago, Burlington & Quincy Rail Road Co.

Boston, June 2, 1857.

Amos T. Hall Esq.
Treasurer of the Chicago, Burlington & Quincy RR.

Sir:

This is to advise you that the Quincy & Chicago Rail Road Company have, in due form, transferred to John M. Forbes, John Eliott Thayer, and Louis A. Von Hoffmann, Trustees in the Company, second mortgage, and placed them in possession of the said Rail Road, and all the property belonging to or appertaining to said road to be by them possessed and operated, and the rents, tolls and income derived therefrom, to be received by them, their agents, attorney, and substitute, and applied in accordance with the deed of possession. In pursuance of said deed, the said Trustees have appointed me their general agent, attorney in fact, and substitute, to take charge of and manage said property, and operate the road, and apply the income as provided.

I have to inform you that Mr. John C. Cox, of Quincy, has been appointed the Receiver for said Trustees, to whom all monies must be paid, and with whom all accounts, under my direction, be adjusted and settled.

All operating and other business managements existing between the Quincy & Chicago Rail Road Company, and the Chicago, Burlington & Quincy Rail Road Company, are hereby confirmed by and on behalf of said Trustees, and so far as it depends on them, or on me as their fully authorized agent, attorney and substitute, the relations of the entire line, and the manner of conducting, operating and adjusting of its business, and accounts will continue in the same manner as heretofore, under the operative arrangement of the first of April last.

From the preceding, it follows that a monies received by you will be received for and on account of the Trustees, and all remittances and settlements to and with Mr. Cox, will be made with him as the Receiver of the Trustees, acting under my directions, as authorized to act in their stead, and the possession of all property of the Company will be for and on ac-

count of the Trustees, and subject to my direction and control, by virtue of the general power to me already mentioned—Please acknowledge the receipt of this letter at once, directing your reply to me at Quincy.

Yours respectfully,

N. BUSHNELL.

DEED AND AGREEMENT, May 27, 1857. The Quincy and Chicago Railroad Company to John M. Forbes, et al Trustees.

Whereas, on the first day of July, A. D. 1853 the *Northern Cross Rail Road Company* of the first part and *John M. Forbes, John Eliot Thayer* and *Louis Ferdinand Von Hoffman*, of the second part, entered into an Indenture bearing date on the said first day of July, 1853, whereby the said party of the first part, to secure to the said party of the second part the payment of certain Bonds in the said Indenture mentioned, at the times and places, and in the manner and upon the terms and conditions in said indenture mentioned, mortgaged to the said party of the second part the Northern Cross Rail Road running from the city of Quincy on the Mississippi River to the town of Galesburg Illinois, together with all their property of every kind and character, real and personal then existing or thereafter to be acquired, in any way pertaining to or connected with said Road, all of which will more fully and at large appear reference being had to said Indenture, which is duly recorded in all the counties through which said Rail Road runs.

And Whereas, on the first day of December, 1854, the said Northern Cross Rail Road Company, of the first part, and John M. Forbes, John Eliot Thayer and Louis A. Von Hoffman of the second part entered into an Indenture, bearing date on the said first day of December, 1854 whereby the said party of the first part, to secure to the said parties of the second part, the payment of certain bonds in the said Indenture mentioned, at the times and places and in the manner and upon the terms and conditions in said Indenture mentioned, mortgaged to the said parties of the second part the Northern Cross Rail Road running from the city of Quincy on the Mississippi River to the town of Galesburg, Illinois, together with all their property of every kind and character, real and personal then existing or thereafter to be acquired, in any way pertaining to or connected with said Road, all of which will more fully and at large appear, reference being had to said Indenture which is duly recorded in all the Counties through which the said Rail Road runs.

And Whereas, said party of the first part has made default in conditions of both of said mortgages in this, to wit, that on the first of said mortgages there is now due and unpaid for interest which became due and payable on the first day of January last on the bonds mentioned in said mortgage, coupons to the amount of about Eight thousand Dollars; and on the second of said mortgages there remains due and unpaid coupons for the whole of the interest which became due and payable on the first day of January last on all of the bonds mentioned and described in said second mortgage.

And Whereas, the said party of the first part is unable to provide and pay the semi annual interest which will become due and payable on the bonds mentioned and described in said mortgages on the first day of July next. And Whereas, John M. Forbes, John Eliot Thayer and Louis A. Von Hoffman, mortgagees in the second of said above mentioned mortgages, have demanded that the possession of said Road and property covered by and included in said mortgage shall be delivered to them, and the said Louis A. Von Hoffman one of the said mortgagees, being here present in person, to receive the possession of said property for himself and his Co-mortgagees.

Now Therefore, This Indenture made this 27th day of May 1857 between the Quincy and Chicago (late Northern Cross) Rail Road Company of the first part and the said John M. Forbes, John Eliot Thayer and Louis A. Von Hoffman mortgagees and trustees in the second of the Mortgages hereinbefore mentioned and described, of the second part.

Witnesseth: That the said party of the first part for and in consideration of the premises aforesaid, and in order to carry out the purposes and intentions of the said mortgages and to provide for the payment of the several sums of money intended to be secured by the said mortgage and especially to provide for the payment of the interest now due, and which will accrue due on the bonds mentioned in said mortgages on the first day of July next, have transferred and delivered and by these presents do transfer and deliver to the said parties of the second part, and authorize and empower the said parties of the second part to enter upon and take possession of the said Quincy and Chicago Rail Road which runs from the city of Quincy on the Mississippi River to the town of Galesburg in Knox County Illinois, including the right of way and land occupied thereby together with the superstructures and track thereon, and all the rails and other materials used therein or procured therefor Bridges, Viaducts, Culverts, Fences, depot grounds and Buildings thereon, engines, tenders, cars, tools, materials, machinery, and all other property, real or personal pertaining to said Road, or the running and using thereof. Together with the tolls, rents or income to be had, levied or derived therefrom, and all franchises, rights and privileges of the said Rail Road Company of, in, to, or concerning the same. To have and to hold the same to the said parties of the second part and to the survivors or survivor of them and assigns to and for the uses and purposes contemplated and intended in and by the two mortgages hereinbefore mentioned and described.

And the said parties of the second part, for themselves and for the survivor or survivors of them covenant to and with the said party of the first part that they will as the attornies in fact or agents of the said parties of the first part, by themselves or agents or substitutes duly constituted and appointed and in the name of the said party of the first part continue to use the said Road for the transportation of persons and property, and to use and apply all the property the possession of which is herein and hereby transferred to them, in its appropriate manner for running and operating said road according to the intention and purpose of its construction, and that

they will collect the tolls, rents or income to be had and derived from said Road and apply said tolls, rents or income.

First. To the expenses of this trust, and to keeping said Road in operation and repair.

Second. To the payment of all taxes and assessments upon and against said Road, and the property pertaining and belonging thereto, and which is by this Instrument transferred into the possession and placed under the control of the said parties of the second part and to the payment and discharge of the local and operating indebtedness of said Road, and which said indebtedness is more particularly mentioned and described in a schedule this day delivered by the said party of the first part to the said parties of the second part, and amounting to about the sum of Forty thousand dollars.

Third. To the making of such alterations in, and additions to said Road as may, by the said parties of the second part, be deemed needful and expedient for the more convenient enjoyment and profitable use and occupation thereof.

Fourth. To the payment of all the coupons for interest, which now remain due and unpaid on the bonds mentioned and described in the said first mortgage, and all the interest which shall become due and payable on said bonds on the first day of July next.

And Whereas on the first day of November 1856 the Northern Cross Rail Road Company of the first part, and John Eliot Thayer and Louis A. Von Hoffman of the second part entered into an Indenture bearing date on the said first day of November 1856 whereby the said party of the first part, to secure to the said parties of the second part, the payment of certain bonds in said Indenture mentioned at the times and places, and in the manner and upon the terms and conditions in the said Indenture mentioned, mortgaged to the said parties of the second part, the Northern Cross Rail Road running from the City of Quincy on the Mississippi River to the Town of Galesburg in the State of Illinois, together with all their property of every kind and character real and personal, then existing or thereafter to be acquired in any way pertaining to, or connected with said Road all which will more fully and at large appear reference being had to said Indenture which is duly recorded in all the Counties through which the said Rail Road runs.

The said John M. Forbes, John Eliot Thayer and Louis A. Von Hoffman parties of the second part to this Indenture, do, therefore further covenant and agree to and with the said party of the first part, that if the said party of the first part shall at any time, become and be in default in the payment of interest which may become due and payable upon the bonds mentioned and described in the said third mortgage herein last mentioned, that then upon the request of the said John Eliot Thayer and Louis A. Von Hoffman mortgagees in the said third mortgage, they the said parties of the second part will deliver over to the said John Eliot Thayer and Louis A. Von Hoffman mortgagees in the said third mortgage or the survivor of them

the possession and control of the said Road, and of all the property hereinbefore mentioned and described and which is hereby delivered over and transferred to the possession and control of the said parties of the second part, to be held and possessed by the said John Eliot Thayer and Louis A. Von Hoffman or the survivor of them upon the same terms and conditions, and with the same responsibilities, and for the same uses, and upon the same trusts, that the said Road and property hereby transferred and deliverd over to and held by the said parties of the second part, and upon the further conditions that they the said John Eliot Thayer and Louis A. Von Hoffman will apply the tolls, rents, or income of said Road.

Fifth. To the payment of all the Coupons for interest which are now due and unpaid on the Bonds mentioned and described in the said second mortgage, and all interest which shall become due and payable on said Bonds on the first day of July next.

Sixth. To this payment of all interest which may accrue and become due on the bonds mentioned and described in the said third mortgage the object and intention being that all that portion of the earnings and proceeds of said Road which can be applied to the mortgage aforesaid shall be applied upon said first, second, and third mortgages according to the priority of their rights.

And it is further agreed by and between the parties hereto that if at any time after the payment of the second class of indebtedness herein provided for it shall happen that all interest which shall have become payable upon said mortgages shall be fully paid up and discharged so that no interest remains due and unpaid on said mortgages or any of them, and so that no default shall exist on the part of the said party of the first part in regard to interest upon any of said mortgages, then and in that event, the parties who may at that time have the possession of said Road and property, franchises and income, and be managing and controling said Road and administering its affairs, shall re-deliver the said Road and the property hereinbefore mentioned and described, and all the appurtenances of the said Road, and all the property of every kind and character which may at the time belong to, or in any way be connected with the said Road, together with the franchises and income thereof to the said party of the first part to be held, used and administered by the party of the first part subject to all the rights which may exist in favor of any and all persons, under and by virtue of the provisions of the mortgages aforesaid or any of them.

And it is further agreed by and between the parties hereto that nothing herein contained shall be so construed as to suspend, or in any way interfere with the rights of any person or persons to proceed to a foreclosure of any or all of the said mortgages hereinbefore mentioned.

In testimony whereof the Quincy and Chicago Rail Road Company have caused their President to subscribe his name and to affix the corporate seal of the Company hereto.

And the said parties of the second part in evidence of the acceptance

of the trust by the said Deed created, have also hereunto subscribed their names and affixed their seals.

[SEAL] N. BUSHNELL
President of the Quincy & Chicago R. R. Co.

Witnesses.
H. P. KIDDER
R. M. PRATT

J. M. FORBES [SEAL]
JOHN ELIOT THAYER [SEAL]
LOUIS A. VON HOFFMAN [SEAL]
Trustees

STATE OF ILLINOIS, } ss.
COUNTY OF ADAMS. }

Be it remembered that on this 27th day of May in the year A. D. 1857 Nehemiah Bushnell, the President of the Quincy and Chicago Rail Road Company who is personally known to one the undersigned Clerk of County Court in and for the said County and State to be the same person whose name is subscribed to the foregoing Instrument under seal as the President of said Rail Road Company came before me and then and there acknowledged that he executed the same as the act and deed of the said Rail Road Company duly authorized thereto by the Board of Directors thereof and for the uses and purposes therein expressed. In Witness whereof I have hereunto set my hand and the seal of the said Court at the city of Quincy this 27th day of May A. D. 1857.

JOHN FIELD,
[SEAL] *Clerk.*

Whereas the Quincy and Chicago Rail Road Company have this 27th day of May A. D. 1857 executed to John M. Forbes, John Eliot Thayer and Louis A. Von Hoffman as Trustees in the second Mortgage of the Company a deed placing them as such Trustees in the possession of the Road and its property and use in which it is provided that certain local and operative debts of the Company therein referred to are to be paid out of the net earnings of the Road in the manner therein provided, the following contains a more specific statement of said debts to be thus paid—to wit.

P. W. GATES & Co	Open Account	$1082.45
WILLIAM KIDD & Co	" "	492.00
MANHATTAN OIL Co	" "	103.63
HIGGINS & ARMSTRONG	" "	489.23
M. G. MOEIS & Co.	" "	141.30
VOUCHERS due in St. Louis & Chicago		510.83
MYRON GOULD Note due May 17th 1856		700.00
JOHN BOWLES Balance of Note due Oct. 17, 1856		850.00
ROBERT MCCOMB Note due Feby. 21st, 1857		379.00
L. & C. H. BULL Acceptance due June 9th 1857		3500.00
HOWLAND & JONES Note due May 30th 1857		400.00

Howland & Jones Note due June 29th 1857		$ 434.26
Bank of Quincy Note due June 2nd 1857		1004.66
Moore Hollowbush & Co.		12431.15
L. & C. H. Bull	Open Account	1604.44
Company Subscription Notes		20.00
Unpaid Vouchers (in Treasurer's Office approved)		4607.03
Vouchers not approved and unascertained		
Accounts yet to come in Estimates at		3000.00
Taxes due and unpaid		6395.69
City of Quincy taxes of 1857 amount not known but to be paid when ascertained		
I. E. Thayer & Brother		11058.87
L. Von Hoffman & Co		460.34
Interest also accrued on any of the above Notes or Accounts to be paid, and also all adjustments and allowances made on final settlement to make the settlements correct.		
		49,664.88

The debts herein mentioned are to be paid by the agent of the Trustees out of the net earnings of the Road in the manner provided in the Deed of possession referred to in the first part hereof and no other existing debts of the Quincy and Chicago (late Northern Cross) Rail Road Company except as provided for in the said Deed of Trust are to be paid by the said Trustees or their agents without special consent from the Trustees or one of them unless by the advice and concurrence of the legal advisers of the Trustees resident at Quincy whose approval in a case not herein specially mentioned shall be a sufficient authority to the agent to pay, compound, compromise, and settle debts and claims not enumerated herein.

The said debts to be paid in the order our agent at Quincy may choose.

Witness our hands and seals this 27th day of May A. D. 1857.

N. Bushnell [SEAL]

Witnesses.
H. P. Kidder
R. M. Pratt

J. M. Forbes [SEAL]
John Eliot Thayer [SEAL]
Louis A. Von Hoffman [SEAL]
Trustees

Whereas the Quincy and Chicago Rail Road Company, (late the Northern Cross Rail Road Company) a corporation created and existing under and by virtue of the laws of the State of Illinois, by reason of their default in the non-payment of the interest which became due on the first day of January last on their first and second mortgage bonds and their inability to provide for the interest to become due and payable on said bonds on the first day of July next, have at the request of the undersigned Trustees named in the said second mortgage and in pursuance of the provision therein contained transferred and delivered into the said Trustees as per their

Deed bearing date the 27th day of May A. D. 1857 the possession of the said Quincy and Chicago Rail Road which runs from the city of Quincy on the Mississippi River to the town of Galesburg, Knoso County, Illinois including the right of way and land occupied thereby, together with the superstructure and track thereon and all the rails and other materials used therein or procured therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, and all other property real and personal pertaining to said Road on the running and using thereof together with the tolls, rents or income to be had, levied or derived therefrom and all franchises, rights and privileges of the said Rail Road Company of, in, to, or concerning the same, to have and to hold and use the same for the uses and purposes the said Deed mentioned.

Now Therefore know all men by these presents that we John M. Forbes and John Eliot Thayer of the city of Boston and Louis A. Von Hoffman of the city of New York, the Trustees named in the second mortgage in and by virtue of the power in and by the said mortgage and deed conferred upon us do hereby nominate, constitute and appoint Nehemiah Bushnell of the city of Quincy in the State of Illinois our true and lawful attorney in fact, and agent, and do also hereby substitute and depute the said Nehemiah Bushnell to be the lawful agent and sufficient attorney of the said Rail Road Company, with all and every power and authority in our and in each of our names and stead as our lawful agent and attorney in fact and substitute and in the name and stead of the said Rail Road Company as the lawful agent and attorney of the said Company, of acting in the same stead, and in the same manner and with the same extent of power, discretion and authority and for the same uses, and purposes granted to us in and by the said Deed of the 27th day of May A. D. 1857 and which we can lawfully exercise and delegate and with full power and authority as our general agent, attorney in fact and substitute to enter upon and have the charge, supervision and management of all the property and business of said Road committed to our possession and management in and by the said Deed, and the receipt, collection and disbursement of the rents, tolls, revenue and income to be had, levied or derived therefrom in the execution of the duties and trusts provided for in said Deed, and for that purpose to employ such officers, clerks, agents and others as he may deem needful and proper to in the transaction and carrying on of the business of said road and the accomplishment of the objects intended to be provided for by the said Deed and specified therein; and for that purpose our said agent, attorney in fact and substitute, is hereby authorized and empowered, in our names and in the name of each of us, and in the name, and as the agent and attorney of the said Rail Road Company as may be lawful, to execute and deliver any and all contracts, agreements, bonds and other instruments in writing with or without seal which may in his discretion be useful or proper in the execution of the powers, duties and business hereby conferred and delegated to him. Our said agent, attorney in fact and substitute to be accountable only for reasonable diligence in the management of the affairs hereby committed to him and not to be responsible for the acts of

any officer, agent, clerk or other person employed by him when such officer, agent, clerk or other person shall be employed with reasonable discretion, hereby ratifying and confirming whatever our said attorney may lawfully do by virtue thereof and restricting the power hereby granted to such acts as we are legally authorized to perform by virtue of the said Deed.

In Witness whereof we have hereunto subscribed our names and affixed our Seals this 2nd day of June A. D. 1857.

I. M. FORBES *Trustee.* [SEAL]
JOHN ELIOT THAYER. [SEAL]
LOUIS A. VON HOFFMAN *Trustee.* [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF ADAMS. }

The foregoing Deed was acknowledged before me the undersigned a Justice of the Peace in and for the County of Adams and State of Illinois dwelling in the city of Quincy in the said County in which is located the office of the Quincy and Chicago Rail Road Company by N. Bushnell Esq. the President of said Company in his official capacity as such President this the 27th day of May A. D. 1857.

WM. H. CATHER, J. P. [SEAL]

SUPPLEMENTAL AGREEMENT, June 15, 1858 The Quincy and Chicago Railroad Company and Quincy and Toledo Railroad Company.

Memorandum of an Agreement made between the *Quincy* and *Chicago* late the *Northern Cross Rail Road Company*, of the first part and the *Quincy* and *Toledo Rail Road Company* of the second part this fifteenth day of June A. D. 1858.

Witnesseth Whereas a certain agreement was made and entered into between the party of the first part and James W. Singleton bearing date the 22nd day of July A. D. 1856 to facilitate the construction of a Rail Road between Camp Point and the Illinois River by the said James W. Singleton or his assigns and which contract has been assigned to the party of the second part hereto who is now engaged in the construction of said Road. *Now Therefore* in order to adapt the provisions of said agreement to the new relations established by a change of parties and to correct, change and modify certain of the provisions therein in a manner deemed just and equitable between the parties under existing circumstances it is by the parties hereto mutually agreed and understood.

FIRST. That so much of said agreement as relates to the time for the completion of the Road in said agreement described from Camp Point to the Illinois River be and the same is hereby modified and changed as to extend the time for the completion thereof to the 22nd day of March A. D. 1895 and the said contract as corrected, changed and modified by this Instrument shall have the same construction, force and effect as if it had by its original tenor provided for the completion of said Road at the time herein mentioned.

SECOND. That the articles in the said agreement numbered *Eight, Ten* and *Eleven* be and the same are hereby so modified and changed as to give to the said party of the first part forty-five dollars out of every one hundred dollars instead of forty dollars out every one hundred dollars and to the second party fifty-five dollars out of every one hundred dollars instead of Sixty dollars out of every one hundred dollars in the division of the revenues from the joint business provided for in said agreement.

THIRD. This agreement is hereby declared to be made by way of Supplement to the said agreement of the 22nd of July A. D. 1856, which remains in full force and effect in all its separate parts except so far as the same is corrected, changed or modified by this Instrument which is to be taken and construed in connection with the said original agreement in all cases affecting the right of the parties acquired under said contract and this Supplement thereto subsequent to the date hereof.

In Witness whereof the parties hereto have caused these presents to be subscribed and their Corporate Seals to be affixed by their proper officers the day and year first above written. N. BUSHNELL

President of the Quincy & Chicago Rail Road Co.

JAS. W. SINGLETON

President Quincy & Toledo Rail Road Co.

DECREE OF FORECLOSURE, September 29, 1863, Circuit Court, Knox County, Illinois.

September Term A. D. 1863

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

Proceedings in Chancery before Hon. Chas. B. Lawrence, Judge of the Tenth Judicial Circuit of the State of Illinois in which is the said County of Knox, at a court begun and held at the Court House in the City of Knoxville in said County and State, on the fourth Monday of September, in the year of our Lord, One thousand, eight hundred and sixty-three, said Monday being the 28th day of said month of said year.

Present, HONORABLE CHARLES B. LAWRENCE, *Judge.*
J. CALVIN COVER, *Sheriff.*
JNO. H. LEWIS, *Clerk.*
PATRICK H. SANFORD, *Master in Chancery.*

Court opened by proclamation.

Be it Remembered that afterwards, towit, on the 29th day of September A. D. 1863, being one of the Judicial days of said term the following among other proceedings were had and entered of Record:

Chicago, Burlington and Quincy Railroad Company.

vs.

The Quincy and Chicago Railroad Co., the Quincy and Toledo Rail Road Co., John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, Jno. J. Knapp, Rowland G. Howland, Wm. C. Jones, Jno. Van Nortwick and the Schenectady Locomotive Works.

This day came the complainants by their Attorneys, and also came defendants. The Quincy and Chicago Railroad Company, John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, John J. Knapp, Rowland G. Howland, Wm. C. Jones, John Van Nortwick and the Schenectady Locomotive Works, by their Attorneys and by agreement, judgment is entered against each and all of said Defendants, and the complainants are to have decree of sale against the mortgaged premises by the complainants, in their Bill of complaint mentioned and described for the amount of their mortgage and interest. And also came the Quincy and Toledo Railroad Company by their Attorneys, and this cause, coming on for hearing on Bill, answer, replication and proofs and the Court having heard the evidence and being advised in the premises, the Court entered the following decree herein for the sale of said mortgaged premises.

STATE OF ILLINOIS, } ss.
COUNTY OF KNOX. }

In the Knox County Circuit Court. Sitting in Chancery.

The Chicago Burlington & Quincy Railroad Company.

vs.

The Quincy & Chicago Railroad Company, the Quincy and Toledo Railroad Company, John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, John J. Knapp, Rowland G. Howland, Wm. C. Jones, John Van Nortwick and the Schenectady Locomotive Works.

The above entitled cause having this day been called for a final hearing upon the Bill of complaint, and the testimony taken and filed therein upon the stipulation of the complainant and the Quincy and Toledo Railroad Company, also filed in said cause, and upon the default of the other defendants, duly taken and entered therein, and it appearing to the satisfaction of this Court, that the said Defendant, the Quincy and Toledo Railroad Company (late the Northern Cross Railroad Company) did make and execute on the first day of July in the year of our Lord One Thousand, eight hundred and fifty three, and deliver to John Elliott Thayer and Louis F. Von Hoffman, both since deceased, and the defendant John M. Forbes, as trustees for the holders of Bonds which might be issued thereunder, its certain indenture and deed of Trust or Mortgage bearing date the day and year last aforesaid, wherein it was witnessed: That the said Northern Cross Railroad Company as it was then styled but now the Quincy and Chicago Railroad Company in order to secure the payment of certain Bonds of the Northern Cross Railroad Company, then about to be issued by it to an amount in the aggregate of One Million, Two Hundred Thousand Dollars, of which Seven Hundred of the same were numbered from one to seven hundred, inclusive, and were for the sum of Five Hundred Dollars each, those numbered Seven Hundred and One to Thirteen Hundred, inclusive, were for the sum of One Thousand Dollars each, and those numbered from Thirteen Hundred and one to Thirteen Hundred and Ten in-

clusive, were for the sum of Twenty-five Thousand Dollars each, and were each of even date with said Indenture and payable, both principal and interest, at the Office of Duncan Sherman and Co., in the City of New York and the principal becoming due the first day of July in the year Eighteen Hundred and Seventy-three, and bearing interest at the rate of eight per cent per annum, payable semi-annually on the first day of January and July in each year, until the principal should be paid, and in consideration of one dollar to it in hand paid, the receipt whereof was thereby acknowledged, have granted, bargained, sold, transferred and conveyed, and by the said Indenture did grant, bargain, sell, transfer and convey to the Trustees, and to their successors in the trust thereby created, and assigns all the following present and future to be acquired property of said Northern Cross Railroad Company, that is to say:

Their said road from Quincy on the Mississippi river to the town of Galesburg in the said State of Illinois made or to be made, including the right of way and land occupied thereby, together with the super-structure and track thereon, and all the rails and other materials used thereon or procured therefor, including all the iron, rails and other materials purchased or to be purchased or paid for with the above described bonds or the money obtained therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, contracts and other property, real and personal, pertaining to said road or to the using thereof, then owned or thereafter to be acquired and owned by said company together with the tolls, rents or income to be levied or derived therefrom, all franchises, rights and privileges of said Railroad Company, of, in, to or concerning the same, and also all bonds and mortgages, securities, evidences of debt, stock in other companies and all other valuable things received or thereafter to be received by said Railroad Company in payment of its stock.

To have and to hold the said premises and every part thereof with the appurtenances, to the said John M. Forbes, Louis Ferdinand Von Hoffman and John Elliott Thayer, trustees as aforesaid and to their successors in said trust and assigns upon the following trusts, that is to say: That if the said Northern Cross Railroad Company should fail to pay the principal or any part thereof, or any of the interest on any of said bonds, at any time when the same should become due and payable according to the tenor thereof, when demanded, then after sixty days from such default upon the request of the holder of said bond, the Trustees aforesaid, their successors in said trust and assigns, might enter and take possession of all or any part of said premises and as the attorneys in fact or agents of said Northern Cross Railroad Company, by themselves or agents or substitutes duly constituted, have, use and employ the same as the said Trustees, their successors in the said trust and assigns, at their discretion, might, or on the written request of the holders of at least ten per cent of the bonds then unpaid, shall cause the said premises or so much thereof as should be necessary to pay the principal and interest of all such of said bonds as might then be unpaid, to be sold at public Auction in the City of Boston, in the State of

Massachusetts, or in the City of New York, giving at least Ninety days notice of the time and place and terms of such sale, and of the specific property to be sold, by publishing the same in two Newspapers in good circulation in each of said Cities, and also in the City of Chicago, and also in three newspapers if there be so many in good circulation in the City of Quincy, and to execute to the purchaser or purchasers thereof a good and sufficient deed of conveyance in fee simple for the same, which should be a bar against the said Northern Cross Railroad Company, their successors and assigns, and all persons claiming under them of all right, interest or claim in and to said premises or any part thereof.

And it further appearing to the satisfaction of this Court, that said bonds, to the amount of Twelve Hundred Thousand Dollars, were made and issued by the said Northern Cross Railroad Company, under the security of the said Indenture of Mortgage or Deed of Trust to the said Louis Ferdinand Von Hoffman, John Elliott Thayer and John M. Forbes, and are now outstanding and unpaid, and that no interest on said bonds has been paid since the first day of July, Eighteen Hundred and Fifty-seven, and that the amount now due therefor, principal and interest, is the sum of One Million Eight Hundred and Seventy Nine Thousand, One Hundred and Eight Dollars and twenty six cents.

And it further appearing from the account taken of the receipts and disbursements of the Trustees in possession of the property described in said deed of trust, that there is remaining in their hands a balance of Twenty-four Thousand, Five Hundred and Seventy-one Dollars and Seventy-three cents to the credit of the said Company, as of September 1st, 1863, and applicable to the payment of interest on said Bonds, which amount, it appears from said accounts, and the testimony in this case has been deducted from the aggregate amount of principal and interest stated to be due upon said Bonds, and leaving the amount as above stated, of Eighteen Hundred and Seventy nine Thousand, One Hundred and Eight Dollars and Twenty-six cents, due and unpaid. And it further appearing to the court that the said Northern Cross Railroad Company on the Twenty-ninth day of November, Eighteen Hundred and fifty-four, did in due form execute, acknowledge and deliver to the said trustees, Louis Ferdinand Von Hoffman, John Elliott Thayer and John M. Forbes, as such Trustees, as aforesaid, and to their successors in said trust and assigns, a deed of confirmation of the aforesaid Indenture, thereby further assuring to them, the said Trustees, their successors in said trust and assigns, the above described property, and all property by said Company subsequently acquired for the uses and purposes, and upon the trusts in the aforesaid deed of trust or mortgage created, specified and declared. And it further appearing to the satisfaction of this Court, that the said John Elliott Thayer, and the said Louis Ferdinand Von Hoffman, after the execution and delivery to them of the aforesaid indenture and before the commencement of this suit, departed this life, leaving the said John M. Forbes the sole surviving Trustee in the said mortgage and deed of trust, and that the said defendants Louis A. Von Hoffman and Nathaniel Thayer, before the institution of this suit had

been appointed and continued trustees respectively in the vacancies created by the decease of the said Louis Ferdinand Von Hoffman and John Elliott Thayer, by the said Northern Cross Railroad Company, and the said John M. Forbes as survivor, in accordance with the provisions for that purpose in the said Trust Deed or Mortgage contained.

And it also appearing that it was stipulated and agreed in the said trust deed or indenture of mortgage that it was expressly agreed by the said Northern Cross Railroad Company, that in no case should any claim or advantage be taken of any valuation, appraisement or extension laws by said company, and it further appearing that the authority of the Legislature of the State of Illinois, the name of the said Northern Cross Railroad Company has been changed to that of the Quincy and Chicago Railroad Company, and that the said Quincy and Chicago Railroad Company is now and has long been wholly insolvent and unable to pay its debts.

Now therefore, this cause having been fully heard upon the agreement of counsel for the said complainants, and also on behalf of the said defendant, the Quincy and Toledo Railroad Company all the other defendants having made default and not being heard, it is ordered, adjudged and decreed, and this court by the power in it vested, doth order, adjudge and decree that all and singular, the said mortgaged premises mentioned and described in the said Bill of complaint and hereinafter particularly set forth and described, be sold at public Auction to the highest bidder for cash under the direction of one of the Masters in this Court, unless previous to such sale the defendants or some of them pay to the Solicitors of the said complainant or to the said Master the said sum of One Million Eight Hundred and Seventy-nine Thousand, One Hundred and Eight Dollars and Twenty-six cents, that being the amount which this court doth adjudge and decree to be due and unpaid upon the said Twelve Hundred Thousand Dollars of Bonds issued under and secured by the said Mortgage or Deed of Trust for principal and interest together, with the interest thereon from the date of September 30th, 1863. And it is further ordered, adjudged and decreed that the said sale be made in the County of Knox and State of Illinois, at any time after thirty days from the date of this decree, and that the Master give four weeks previous notice of the time and place of said sale by a publication of said notice in a Newspaper printed at Knoxville aforesaid; that the complainant or any of the Bondholders or any of the parties to this suit may become the purchaser or purchasers at such sale; that the Master execute and deliver to the purchaser or purchasers at such sale the usual certificate of sale and at the expiration of the time for the redemption of said premises provided for by the statute the Masters Deed for said premises in accordance with the rules and practice of this court and of the provisions of the statute in such case made and provided, unless said premises shall have been previously redeemed according to law, and that the said Master out of the proceeds of such sale retain his fees, disbursements and commissions on said sale, and pay the complainant or its solicitor, first, the costs of

suit, secondly, that he pay to the said complainant or its solicitor, and the other holders of the bonds issued under and secured by said indenture of mortgage or deed of trust, the amount due them respectively, for principal and interest, upon the bonds held by them, if the said proceeds shall be sufficient to pay the same in full, and if not, then pro rata, according to the number and amount of said bonds held by them respectively, and that the Master take receipt for the amounts so paid, and file the same with his report, and that he bring the surplus moneys arising from said sale, if any there should be into this court without delay, to abide the further order of this court.

And it is further ordered, adjudged and decreed that the said defendants, and each of them, and all persons claiming under them or any of them, and all persons having a lien or incumbrance of any form subsequent to the date of the said mortgage or deed of trust, by contract, judgment, decree or otherwise, upon the premises and property described in and covered by the said mortgage or deed of trust hereby foreclosed, and his or their heirs and successors and personal representatives and all persons claiming under them or any of them be forever barred and foreclosed of all and from all equity of redemption and claims of, in and to the said mortgaged and deeded premises and every part and parcel thereof.

And it is further ordered, adjudged and decreed that the purchaser or purchasers at such sale and those claiming under such purchaser or purchasers at the expiration of the time for redemption of said premises, and upon the production of the Master's deed for said premises and a certificate from the Clerk of this court, after the report of said sale shall have been confirmed, that the same has been confirmed according to the course and practice of this court, be let into the possession of said mortgaged premises and that any and every of the parties to this suit who may be in possession of the same or of any part thereof and all persons and parties who, since the commencement of this suit, have come into possession of the same or any part thereof, deliver possession thereof to such purchaser or purchasers.

The description and particular boundaries of the property and premises authorized and required to be sold under this decree as set forth in the said mortgage or deed of trust and described in the said bill of complaint are as follows, towit;

The Road of the said Quincy and Chicago Railroad Company (late the Northern Cross Railroad Company) from the City of Quincy on the Mississippi River to the Town of Galesburg in the State of Illinois, made or to be made, including the right of way and land occupied thereby, together with the superstructure and tracks thereon, and all the rails and other materials used therein or procured therefor, including all the iron rails and other materials purchased or to be purchased or paid for with the above described Bonds or the money obtained therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery contracts and all other property, real or personal, pertaining to said Road, or the using thereof, now owned

or hereafter to be acquired and owned by said Company, together with the tolls, rents or income to be had, levied, or derived therefrom, all franchises, rights and privileges of the said Railroad Company of, in, to or concerning the same, and also all bonds and mortgages, securities, evidence of debt, stock in other companies and all other valuable things received or hereafter to be received by said Railroad Company in payment of their stock, being, as described in said mortgage, the entire property of said corporation.

It is further ordered, adjudged and decreed that the said trustees in possession of said mortgaged property do on or before the time of said sale pay to the Master, or to the solicitor of said complainant; the said sum of Twenty-four Thousand, Five Hundred and Seventy-one Dollars and Seventy-three cents to be distributed among the holders of said bonds secured by said mortgage or deed of trust in the manner provided for in this decree for the distribution of the proceeds of the said Master's sale of the mortgaged property.

It is further ordered, adjudged and decreed that said Master after the making of said sale do ascertain the holders of said bonds and the numbers and amounts held by them respectively and in case any of said bondholders fail to appear and make their claim for their share of the proceeds of said sale and of the moneys ordered to be paid to the said Master or to the complainant's solicitor under this decree, that then the said Master will report such fact to this court, and bring into this court such unclaimed share or shares, without delay, to abide the further order of this court.

C. B. LAWRENCE.

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

I, George L. Hannaman, Clerk of the Circuit Court in and for said County in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of Decree of Sale rendered in a certain cause heretofore pending in said Court on the Chancery side thereof, wherein the Chicago, Burlington and Quincy Railroad Company was Complainant and the Quincy and Chicago Railroad Company and others were Defendants, as the same appears of record in my office in Vol. 7, at Page 373, Chancery Records.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at Galesburg, this ninth day of March A.D. 1874.

[SEAL] GEO. L. HANNAMAN, *Clerk.*

MASTER'S REPORT OF SALE AND ORDER OF CONFIRMATION, June 7, 1864.

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

KNOX CIRCUIT COURT
June Term A. D. 1864.

The Chicago, Burlington & Quincy Rail Road Company
Complainant.

vs.

The Quincy & Chicago Rail Road Co.
The Quincy & Toledo R. R. Co.
John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, John J. Knapp, Rowland J. Howland, Wm. C. Jones, John Van Nortwick, and the Schenectady Locomotive Works,
Defendants

Foreclosure.
In Chancery.

To the Hon. C. B. Lawrence, Judge of said Court:

I, Patrick H. Sanford, Master in Chancery in and for said County respectfully report to your honor that under & by virtue of and in pursuance of the Decree of said Court filed in said cause on the 29th day of September A. D. 1863, I did on the 30th day of March A. D. 1864 give notice as follows: to-wit:

"NOTICE"

"Master's Sale of Quincy & Chicago Railroad
"In Chancery

"Notice is hereby given, that by virtue of and in pursuance of a decree of the said Circuit Court of Knox County made on the 29th day of September last, in a cause in chancery pending therein the Chicago Burlington & Quincy Railroad Company; The Quincy & Toledo Railroad Company; John M. Forbes; Louis A. Von Hoffman; Henry P. Kidder; Nathaniel Thayer; Morris Ketchum; John J. Knapp; Rowland G. Howland; William C. Jones; John Van Nortwick and the Schenectady locomotive works, were defendants, the undersigned Patrick H. Sanford, Master in Chancery of said Court will sell at public auction to the highest bidder for cash at the south door of the Court House in Knoxville in said County of Knox and State of Illinois on Thursday the 28th day of April A. D. 1864 at 9 oclock in the forenoon of that day the premises and property described in the Mortgage Deed of the Northern Cross Railroad Company to John M. Forbes, John Elliott Thayer and Louis Ferdinand Von Hoffman Trustees, of the date of July 1st 1853, the description of which in said Mortgage is as follows: to-wit:

"'The railroad of the Northern Cross Railroad Company' (Now the Quincy & Chicago Railroad Company), 'from the City of Quincy on the Mississippi River to the Town of Galesburg in the said State of Illinois made or to be made including the right of way and land occupied thereby

together with the superstructure and tracks thereon and all the rails and other materials used thereon or procured therefor including all the iron, rails and other materials purchased or to be purchased or paid for with the above described bonds or the money obtained therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon, Engines, Tenders, Cars, Tools, Materials, Machinery, Contracts, and all other property real or personal pertaining to said Road or the using therefor, now owned or hereafter to be acquired and owned by said Company. Together with the Tolls, rents or income to be had, levied or derived therefrom, all franchises, rights and privileges of the said Railroad Company of, in, to or concerning the same; and also, all bonds and mortgages, securities, evidences of debt, stock in other Companies, and all the valuable things received or hereafter to be received by said Railroad Company in payment of their said stock being as described in said Mortgage the entire property of said Corporation,' and that the suit in which the said decree was made was brought to foreclose the first Mortgage on the Quincy and Chicago (late the Northern Cross) Railroad, that at said sale the said Complainant or any other of the bondholders secured by said Mortgage or any of the parties to said suit, will in virtue of the provisions of said decree be entitled to bid.

"Notice is also hereby given that it is provided in said decree that at said sale the Master shall deliver to the purchaser or purchasers of said premises the usual certificate of sale and at the expiration of the time for the redemption of said premises provided for by law, the Master's deed for the said premises unless the same shall have been before that time redeemed according to law, and that the purchaser or purchasers at such sale and those claiming under such purchaser or purchasers at the expiration of the time for the redemption of said premises provided by law, on production of the Master's Deed and a certificate from the clerk of said court that the Master's report of said sale has been confirmed according to the rules and practice of said Court, shall be let into the possession of said Mortgaged premises and that any and every of the parties to said suit who may be in the possession of the same or any part thereof, and all persons, who subsequent to the commencement of said suit have come into the possession of the same or any part thereof, deliver possession thereof to such purchaser or purchasers.

"It is also in said decree provided that the defendants and each of them and all persons claiming under them or any of them and all persons having a lien or incumbrance in any form subsequent to the date of said Mortgage by Contract, Judgment decree or otherwise upon the premises or property described in and covered by said mortgage should be thereby foreclosed and his or their heirs successors and personal representatives and all persons claiming under them or any of them should be forever barred and foreclosed of and from all equity of redemption and claims of, in and to the said Mortgaged premises and every part and parcel thereof,

"Knoxville March 26th 1864.

"PATRICK H. SANFORD

"Master in Chancery"

which said notice was then so given by publishing the same in the Knox Republican a Newspaper published in said County for four successive weeks before said day of sale as will now fully appear by the printers and publishers certificate of publication hereto attached.

That I did on the 28th day of April A. D. 1864 at the hour of Nine o'clock in the forenoon at the front door to-wit, the South door of the Court House in the City of Knoxville in said Knox County by virtue of said Decree and in pursuance of said notice, sell at public vendee together and as an entirety the following described land and property to-wit:

The premises and property described in the Mortgage of the Northern Cross Railroad Company to John M. Forbes, John Elliott Thayer and Louis Ferdinand Von Hoffman, Trustees of the date of July 1, 1853 the description of which in said Mortgage is as follows to-wit:

"The Railroad of the Northern Cross Railroad Company (now the Quincy & Chicago Railroad Company) from the City of Quincy on the Mississippi River to the Town of Galesburg in the said State of Illinois made or to be made including the right of way and land occupied thereby, together with the superstructures and tracks thereon and all the rails and other materials used therein and procured therefor including all the iron, rails and other materials purchased or to be purchased or paid for with the above described Bonds or the money obtained therefor bridges, viaducts, culverts, fences, depot grounds and buildings thereon, Engines, Tenders, Cars, Tools, Materials, Machinery, Contracts and all other property real or personal pertaining to said Road or the using thereof, now owned or hereafter to be acquired and owned by said Company, together with the tolls, rents or income to be had levied or derived therefrom, all franchises, rights and priveleges of the said Railroad Company of, in, to or concerning the same, and also all bonds and mortgages, securities, evidences of debt, stock in other Companies and all the valuable things received or hereafter to be received by said Railroad Company in payment of their stock being as described in said Mortgage the entire Stock of said Corporation" to said Chicago, Burlington & Quincy R. R. Company said complainant, for the sum of Eight Hundred and fifty thousand Dollars which was the highest and best bid made for said premises.

That I then executed and delivered to said Complainant The Chicago Burlington & Quincy Railroad Company a certificate of purchase for the premises so purchased by it, which in the usual form of Certificates of purchase made by me as Master in Chancery.

That out of the proceeds of said sale I first paid to J. M. Walker Complainants Solicitor the costs of this suit amounting to the sum of $90.20. That I retained for my fees and Commission in this suit as Master in Chancery the sum of $400. That I paid to Beatty & Robinson, publishers for advertising Notices of Sale in this Case, the sum of $109.00 making in all the sum of $599.20 which being deducted from the sum of Eight hundred and fifty thousand dollars leaves the sum of Eight Hundred and forty nine thousand and four hundred dollars and eighty cents, to be distributed among the bondholders of said Bonds, That said complainant, The Chicago Burlington & Quincy Rail Road Company own and hold

all of the bonds mentioned in said Decree of sale except Eight of said Bonds of $1,000, owned by parties unknown to me as appears of the affidavit of J. F. Joy herewith filed. The Trustees of the Bondholders have paid to me $169.54 the amount of the $24,571.73 and interest on same which the owners of the eight outstanding Bonds are entitled to draw under said Decree.

Complainant has also paid to me the sum of $5,670.67 the amount of the purchase money, less the costs, belonging to the owners of said Eight outstanding bonds, which said sums of money so paid to me, I herewith bring into Court subject to the further order of this Court.

PATRICK H. SANFORD,
Master in Chancery

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

KNOX CIRCUIT COURT
June Term A. D. 1864.

The Chicago, Burlington & Quincy Railroad Company, Complainant.

vs.

The Quincy & Chicago Railroad Company, John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, John J. Knapp, Rowland G. Howland, Wm. C. Jones, John Van Nortwick and The Schenectady Locomotive Works, Defendants

Foreclosure in Chancery.

And now comes Patrick H. Sanford Master in Chancery in and for said County files in said Court, his report of sale in said cause made and the Court being sufficiently advised of and concerning the same it is ordered adjudged and decreed by this Court that said report of sale be in all things confirmed and approved and this cause continued.
June 7th, A. D. 1864.

C. B. LAWRENCE

MASTER'S DEED—July 30, 1865 to Chicago, Burlington & Quincy Railroad Company.

No. 44684.

Filed for Record November 9th A.D. 1865 at 10 A.M.

This Indenture, made this thirtieth day of July in the year of our Lord One Thousand, Eight Hundred and Sixty-five, between Edward P. Williams of Galesburg, in the County of Knox, and State of Illinois, Master in Chancery of the Knox County Circuit Court in and for said County of Knox and State of Illinois, successor in said office of Patrick H. Sanford, former Master in Chancery of said Court, who made sale of the premises hereinafter described and conveyed, on the 28th day of April A.D. 1864,

party of the first part and the Chicago, Burlington and Quincy Railroad Company, a corporation duly incorporated and organized under and by virtue of the Laws of the State of Illinois, party of the second part.

Whereas, at a session of the Circuit Court of Knox County held in the Court House at Knoxville in the said County of Knox and State of Illinois, at the September Term of said Court, towit:—on the twenty-ninth day of September in the year of our Lord, one thousand eight hundred and sixty-three, it was among other things ordered, adjudged and decreed by said Court in a certain cause then pending in said Court on the Chancery side thereof, between the Chicago, Burlington and Quincy Railroad Company, Complainant, and against the Quincy and Chicago Railroad Company, The Quincy and Toledo Railroad Company, John M. Forbes, Louis A. Von Hoffman, Henry P. Kidder, Nathaniel Thayer, Morris Ketchum, John J. Knapp, Rowland G. Howland, William C. Jones, John Van Nortwick and the Schenectady Locomotive Works, Defendants, that the said Defendants or some of them pay to said Complainant or to its solicitors the sum of one million, eight hundred and seventy-nine thousand one hundred and eight 26/100,—that being the amount adjudged to be due upon and secured by the mortgage, to foreclose which said suit was instituted, within thirty days from the date of said decree, and that in default of such payment that said mortgaged premises or so much of them as might be necessary be sold at public vendue at the front door of the Court House in the City of Knoxville in said County of Knox by and under the direction of the Master of said Court, the said Master first having given notice of the time and place and terms of said sale as required by law.

And Whereas the said Patrick H. Sanford, the then Master in Chancery of said Court, in pursuance of said order and decree of the said Court of Chancery did, on the twenty-eighth day of April A.D. 1864 sell at public Auction at the front door of the Court House in the City of Knoxville in said County of Knox the said mortgaged premises hereinafter particularly described, having first given previous notice of the time, place and terms of Sale, as required by Law, at which Sale the said premises were struck off to the said Chicago, Burlington and Quincy Railroad Company, the said party of the second part to these presents, for the sum of Eight Hundred and Fifty Thousand Dollars ($850,000.), that being the highest sum bid for the same.

And Whereas more than fifteen months have elapsed since the said Sale was made and the said premises have not nor any part thereof been redeemed, and the time for such redemption having now expired and the said second party in virtue of said decree and under the laws of the said State of Illinois being entitled to a Deed of said premises hereinafter more particularly described:

Now Therefore, this indenture witnesseth, That the said Edward P. Williams, Master in Chancery as aforesaid, and party of the first part to these presents, in order to carry into effect the said sale so made as aforesaid in pursuance of the said decree and also by virtue of the statute in such case made and provided, and in consideration of the premises and

of the said sum of Eight Hundred and Fifty Thousand Dollars paid by the said party of the second part to the said Patrick H. Sanford, former Master in Chancery of said Court, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained and sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain and sell alien, release, convey and confirm unto the said party of the second part and to its successors and assigns forever all and singular those certain premises, railroad and property situated in the State of Illinois and described as follows, towit:

The Railroad of the Northern Cross Railroad Company (now the Quincy and Chicago Railroad Company) from the City of Quincy on the Mississippi River to the Town of Galesburg in the State of Illinois, made or to be made, including the right of way and land occupied thereby, together with the superstructure and tracks thereon and all the rails and other materials used therein or procured therefor, including all the iron rails and other materials purchased or to be purchased or paid for with the above described bonds or the money obtained therefor, bridges, viaducts, culverts, fences, depot-grounds and buildings thereon, engines, tenders, cars, tools, materials, machinery, contracts and all other property, real or personal, pertaining to said road or the using thereof, now owned or hereafter to be acquired and owned by said Company, together with the tolls, rents or income to be had, levied or derived therefrom, all franchises, rights and privileges of said Railroad Company of, in, to or concerning the same, and also all bonds and mortgages, securities, evidences of debt, stock in other companies, and all other valuable things received or hereafter to be received by said Railroad Company in payment of their stock, being, as described in said mortgage, the entire property of said corporation. Together with all and singular the rights, titles, franchises, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

To Have And To Hold the said premises above described and hereby intended to be granted and conveyed unto the said party of the second part, its successors and assigns, to its and their proper use and benefit forever.

In Witness Whereof, the said party of the first part, Master in Chancery, as aforesaid has hereunto set his hand and seal the day and year first above written.

E. P. Williams [Seal]

U. S. Rev. Stamps $850

Master in Chancery in and for Knox County and State of Illinois.

State of Illinois, }
Knox County } ss.
City of Galesburg. }

I, J. B. Boggs, a Notary Public in and for said County, do hereby certify that on this day personally appeared before me Edward P. Williams,

Master in Chancery in and for said County who is personally known to me to be the same person whose name is subscribed as such Master in Chancery to the foregoing Deed of Conveyance, and acknowledged that he did as such Master in Chancery execute said Deed of Conveyance for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Galesburg, in said County, this 8th day of November A.D. 1865.

J. B. BOGGS
[SEAL] *Notary Public*

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

I, George L. Hannaman, Clerk of the Circuit Court, and ex-officio Recorder in and for said County, in the State aforesaid, do hereby certify that the annexed is a true copy of the record of a certain Master's Deed and certificate thereto attached, filed in my office on the 9th day of November A.D. 1865, as Document No. 44684, and recorded in Volume 65 of Deeds at page 157.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Galesburg, this 14th day of April A.D. 1874.

GEO. L. HANNAMAN, *Clk.*
[Seal] per J. H. EEWES, *Dep.*

THE QUINCY RAIL ROAD BRIDGE COMPANY

The Railroad Bridge at Quincy was originally built by a private corporation. The first movement in that direction was in 1853, by citizens of Quincy who, of date February 10, 1853, secured a Special Act of the Illinois Legislature authorizing Nehemiah Bushnell and others to incorporate by the name of "The Railroad Bridge Company," and to build a railroad bridge at Quincy, with power to unite and consolidate its franchise and property with any railroad company or bridge company in Illinois or Missouri, and to sell or lease the bridge, which was to be completed within six years.

Of date February 15, 1865, the Act of 1853 was "revived and re-enacted," and the time limit for completing the bridge was extended five years.

In 1866, the Chicago, Burlington & Quincy Company, having acquired the Northern Cross Road from Galesburg to Quincy, and desiring to connect with the Hannibal & St. Joseph Road, which was then being completed to Kansas City, authorized James F. Joy to acquire from Bushnell and others the franchise for a bridge which had been granted to them by the Illinois Legislature.

The assignment of this franchise was of date November 18, 1866, to James F. Joy and Warren Colburn, as individuals.

Meantime, legislation was necessary in the State of Missouri.

By an Act of the Missouri Legislature approved March 19, 1866, the powers and duties of corporations were prescribed, and by another Act approved on the same date, corporations for the purpose of constructing bridges over streams or any part of streams within the State, were authorized, with power to issue bonds and to consolidate with any other Bridge Company.

Following this, a Bridge Company was formed by citizens of Marion County, Missouri, under Articles of Incorporation dated March 28, 1866, with the name "The Quincy Bridge Company."

The Company in Illinois and that in Missouri both having power to consolidate, proceeded at once to adopt Articles of Consolidation between The Railroad Bridge Company of Illinois and The Quincy Bridge Company of Missouri. These Articles were dated November 20, 1866, being signed on behalf of the Illinois Company by James F. Joy and Warren Colburn, Assignees of the Franchise of that Company. The name adopted for the consolidated Company was "The Quincy Rail Road Bridge Company."

Meantime, of date July 25, 1866, an Act of Congress was passed which provided as follows:

> "It shall be lawful for any person or persons, company or corporation, having authority from the States of Illinois and Missouri for such purposes, to build a bridge across the Mississippi River at Quincy, Illinois, and to lay on and over said bridge, railway tracks, for the more perfect connection of any railroads that are or shall be constructed to the said river at or opposite said point."

Of date June 15, 1866, Congress also passed an Act that all railroads and bridges operated between two states were declared to be post roads.

Work was begun on the Bridge in January, 1867, and it was opened for traffic November 9, 1868.

Doubt having arisen regarding the legality of the acts of Joy and Colburn, the Legislature of Illinois, by an Act approved February 8, 1867, legalized and confirmed the consolidation.

Of date November 20, 1866, The Quincy Rail Road Bridge Company made a joint Lease of its bridge to the Chicago, Burlington & Quincy, the Toledo, Wabash and Western, and the Hannibal and St. Joseph Companies, giving to said railroad companies full charge of the construction and operation of the bridge.

Of date January 1, 1869, a Lease of the Bridge, in perpetuity, was made to the same three Railroad Companies for an annual rental of $175,000, and of date July 1, 1873, a Supplemental Agreement was made between the same parties.

The Bridge was operated from the date of its completion in 1868, until February 1, 1875, by the three railroad companies

named, as joint lessees, at which time the Wabash Company dropped out, and from that time until July 1, 1900, it was operated by the Chicago, Burlington & Quincy and the Hannibal & St. Joseph, as joint tenants. From July 1, 1900 to December 1, 1903, it was operated by the Chicago, Burlington & Quincy as sole lessee, and since that time by that Company as owner, conveyance having been made to it by deed in fee simple of that date.

Pursuant to a resolution of the directors, of date October 7, 1897, the work of rebuilding the Quincy Bridge was undertaken by the lessors. Work was commenced in July, 1897, and the new bridge was completed (except the draw-span) on June 18, 1898. Work was discontinued in 1898 and resumed late in 1901 and work entirely completed in the fall of 1902.

Under authority and permission of the War Department, seven of the spans at the east end of the bridge were filled and not rebuilt. A highway attachment was included in the reconstruction of the bridge, this being opened September 10, 1899. In connection with the reconstruction of the bridge, the Burlington Company changed the approach on the east by building an additional track, 1.78 miles in length, commencing at the east end of the main bridge and extending thence in a southerly direction across Bay and Tow Head Islands, and crossing Quincy Bay on a new bridge at the south end of the last named island, thence to a connection with the former lines in the city of Quincy. This line was constructed under a contract and agreement with the city of Quincy.

ACT OF LEGISLATURE

Approved February 10, 1853.

AN ACT to incorporate the Quincy Bridge Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Nehemiah Bushnell, Samuel Holmes, John Wood and James M. Pitman, their associates, successors, heirs and assigns, be and they are hereby created a body corporate, by the name and style of "The Railroad Bridge Company", with power to build, maintain and use a railroad bridge over the Mississippi river, or that portion within the jurisdiction of the State of Illinois at or near Quincy, in such manner as shall not materially obstruct or interfere with the free navigation of said river, and to connect by railroad or otherwise such bridge with any railroad, either in the State of Illinois or Missouri.

terminating at or near said point, to unite and consolidate its franchises and property with any and all bridge or railroad companies, in either of said States; to fix the amount of capital stock; to divide, transfer and increase the same; to borrow money and pledge or mortgage its property and franchises; to condemn, according to law, property for the uses and purposes of said company; to contract bargain and agree with any such railroad companies for and in the construction and maintenance of such bridge; to sell or lease said bridge or the use of the same, or the franchises of said company, to any companies or corporations: *Provided*, that said company shall commence said bridge within three years, and shall complete the same within six years from the passage of this act.

§ 2. This act to take effect and be in force from and after its passage.

APPROVED February 10, 1853.

Private Laws Illinois 1853, Page 576.

ACT OF LEGISLATURE

Approved February 15, 1865.

AN ACT to revive an act entitled "An Act to incorporate the Quincy Bridge Company," approved February 10, 1853.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the act in the title hereof mentioned is hereby revived and re-enacted, and the time limited for the commencement of the construction of said bridge is hereby extended five years from the passage of this act.

§ 2. The said corporation hereby revived, together with all incorporations with which it may hereafter consolidate or connect, shall be subject to such regulations in regard to the tariff on passengers and freight, as may be prescribed by any law of the General Assembly of this State.

§ 3. This act shall be deemed a public act, and shall take effect from and after its passage.

APPROVED February 15, 1865.

Private Laws Illinois 1865, Vol. 1, Page 194.

ACT OF GENERAL ASSEMBLY OF MISSOURI

Approved March 19th, 1866.

THE LAWS OF MISSOURI.

AN ACT CONCERNING PRIVATE CORPORATIONS.

CHAPTER 69.

OF THEIR GENERAL POWERS AND LIABILITIES.

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Every corporation, as such, has power: first, to have succession by its corporate name, for the period limited in its charter, and

when no period is limited, for twenty years; second, to sue and be sued, complain and defend, in any court of law or equity; third, to make and use a common seal, and alter the same at pleasure; fourth, to hold, purchase, mortgage or otherwise convey such real and personal estate as the purposes of the corporation shall require, not exceeding the amount limited in its charter, or the law creating it, and also to take, hold and convey such other property, real, personal, or mixed, as shall be necessary or requisite for such corporation to acquire in order to obtain or secure the payment of any indebtedness or liability belonging to the corporation; fifth, to appoint such subordinate officers and agents as the business of the corporation shall require, and to allow them a suitable compensation; sixth, to make by-laws, not inconsistent with existing law, for the management of its property, the regulation of its affairs, and for the transfer of its stock; seventh, to increase or diminish, (by a vote of its stockholders, cast as its by-laws may direct) the number of its directors or trustees to not less than three nor more than thirteen, and may in like manner change its corporate name without anywise affecting its rights, privileges or liabilities; such changes of name or number of directors or trustees shall take effect and be in force from the date at which the president or secretary of such corporation shall file with the Secretary of State an affidavit setting forth the name adopted or the number of directors or trustees fixed, together with the date at which such change in name or number of directors or trustees was voted by the stockholders of such corporation.

§ 2. Whenever any corporation shall be organized under the laws of this State, it shall be the duty of the officers of said corporation to file with the Secretary of State a copy of the articles of association or incorporation, and a corporate existence of such corporation shall date from the time of filing such copy of such articles, and a certificate of the Secretary of State, under the seal of the State, that said corporation has become duly organized, shall be taken by all courts of this State as evidence of a corporate existence of such corporation. Any private or public corporation may increase its capital stock to any amount, not exceeding double the amount of their authorized capital, by holding an election of the stockholders in conformity with the by-laws thereof, and if at such election a majority of the stockholders shall vote for the increase of stock, the same may be increased by a vote of the board of directors, trustees or other business managers of such corporation, and upon such increase of stock being made in accordance with the by-laws, the date, amount and subscription for such new stock shall be returned to the office of Secretary of State, and from the time the same is filed the increase of stock shall become a part of the capital thereof.

§ 3. The powers enumerated in the preceding section shall vest in every corporation that shall hereafter be created or organized.

§ 4. In addition to the powers enumerated in the first section of this chapter, and to those expressly given in its charter, or in the act under which it is incorporated, no corporation shall possess or exercise

any corporate powers, except such as shall be necessary to the exercise of the powers enumerated or given.

§ 5. When the corporate powers of any corporation are directed, by its charter, or the provisions of this law, to be exercised by any particular body or number of persons, a majority of such body or persons, if it be not otherwise provided in the charter or law creating it, shall be a sufficient number to form a board for the transaction of business, and every decision of a majority of the persons duly assembled as a board, shall be valid as a corporate act.

§ 6. Parol contracts may be binding upon aggregate corporations, if made by an agent, duly authorized by a corporate vote, or under the general regulations of the corporation, and contracts may be implied, on the part of such corporations, from their corporate acts, or those of an agent whose powers are of a general character.

§ 7. The first meeting of all corporations shall, unless otherwise provided for in their acts of incorporation, be called by a notice, signed by some one or more of the persons named as corporators in the act of incorporation, and setting forth the time, place and purposes of the meeting; and such notice shall, seven days at least before the meeting, be delivered to each member, or published in some newspaper of the county where the corporation may be established, or if there be no such newspaper, then in the nearest newspaper.

§ 8. Whenever, for want of sufficient by-laws for the purpose, or of officers duly authorized, or from the neglect or refusal of such officers, or from other legal impediments, a legal meeting of any corporation cannot otherwise be called, any justice of the peace in the county where it is desirable to hold such meeting, or where such corporation is established, if it be local, may, on a written application of two or more members thereof, issue a warrant to either of said members, directing him to call a meeting of such corporation, by giving such notice as is required in the preceding section.

§ 9. Whenever any meeting of any corporation shall be called, by warrant from a justice of the peace, the person to whom such warrant is directed may call the meeting to order, and preside therein, until a presiding officer is chosen and qualified, if there be no officer present whose duty it may be to preside.

§ 10. When all the members of a corporation shall be present at any meeting, however called or notified, and shall sign a written consent thereto on the record of such meeting, the acts of such meeting shall be as valid as if legally called and notified.

§ 11. If any execution shall have been issued against the property or effects of a corporation, and if there cannot be found whereon to levy such execution, then such execution may be issued against any of the stockholders to an extent equal in amount to the amount of stock by him or her owned, together with any amount unpaid thereon; **Provided always**, that no execution shall issue against any stockholder except upon an order of the court in which the action, suit or other proceeding shall have been brought or instituted, made upon motion in open court

after sufficient notice in writing to the persons sought to be charged; and upon such motion, such court may order execution to issue accordingly.

§ 12. The clerk or other officer having charge of the books of any corporation, on demand of any officer holding any execution against the same, shall furnish the officer with the names, places of residence, (so far as to him known,) and the amount of liability of every person liable as aforesaid.

§ 13. The board of directors, trustees or other body of persons lawfully exercising the corporate powers of any corporation, may require the subscribers to the capital stock of the company to pay the amount by them respectively subscribed in such manner, and in such installments as may be required by the by-laws. If any stockholder shall neglect to pay any installment, as required by a resolution of the board of directors, or persons exercising the corporate powers of such corporation, the directors or other persons exercising such corporate powers, may declare his stock and all previous payments forfeited to the use of the company; but no stock shall be forfeited until they shall have caused a notice in writing to be served on him personally, or by depositing the same in the postoffice, (properly directed to him, at the postoffice nearest his usual place of residence,) stating that he is required to make such payment, at the time and place specified in said notice, and that, if he fails to make the same, his stock, and all previous payments thereon, will be forfeited for the use of the company, which notice may be served as aforesaid, at least sixty days previous to the day on which such payment is required to be made.

§ 14. The stock of every company formed under this act, shall be deemed personal estate, and shall be transferable in the manner prescribed by the laws of the company; but no shares shall be transferred until all previous calls thereon shall have been fully paid in.

§ 15. That all bodies corporate, by any suit at law, in any court in this State, may sue for, recover and receive, from their respective members, all arrears or other debts, dues and other demands which now are, or hereafter may be owing to them, in the like mode, manner and form, as they might sue for, recover and receive the same from any person who might not be one of their body, any law, usage or custom to the contrary thereof notwithstanding.

§ 16. If the directors of any corporation shall knowingly declare and pay any dividend when the corporation is insolvent, or any dividend, the payment of which would render it insolvent, they shall be jointly and severally liable for all the debts of the corporation then existing, and for all that shall be thereafter contracted, as long as they shall respectively continue in office; **Provided**, that the amount for which they shall all be so liable, shall not exceed the amount of such dividend; and that if any of the directors shall be absent at the time of making the dividend, or shall object thereto, and shall file their objection, in writing, with the clerk, or other officer of the corporation having charge of the books, they shall be exempted from the said liability.

§ 17. Any corporation incorporated by any other State or country, and having property in this State, shall be liable to be sued, and the property of the same shall be subject to attachment in the same manner as individuals, residents of other States or countries, and having property, are now liable to be sued and their property subject to be attached; Provided, that all railroad companies who own and operate roads terminating opposite to the city of St. Louis, and whose chief office or place of business is in the city of St. Louis, shall be sued in the same manner, and no other, that railroad companies chartered by the laws of this State are now sued.

§ 18. That it shall be lawful for any corporation to convey lands by deed, sealed with the common seal of said corporation, and signed by the president or presiding member or trustee of said corporation; and such deed, when acknowledged by such officer to be the act of the corporation, or proved in the usual form prescribed for other conveyances for lands, shall be recorded in the recorder's office of the county where the land lies, in like manner with other deeds.

§ 19. Upon the dissolution of any corporation, already created, or which may hereafter be created, by the laws of this State, the president and directors, or managers of the affairs of said corporation, at the time of its dissolution, by whatever name they may be known in law, shall be trustees of such corporation, with full powers to settle the affairs, collect the outstanding debts, and divide the moneys and other property among the stockholders, after paying the debts due and owing by such corporation, at the time of its dissolution, as far as such money and property will enable them; to sue for and recover such debts and property, by the name of the trustees of such corporation, describing it by its corporate name; and may be sued by the same; and such trustees shall be jointly and severally responsible to the creditors and stockholders of such corporation to the extent of its property and effects that shall have come in their hands.

§ 20. If any company formed under this act dissolve, leaving debts unpaid, suits may be brought against any person or persons who were stockholders at the time of such dissolution, without joining the company in such suit; and if judgment be rendered and execution satisfied, the defendant or defendants may sue all who were stockholders at the time of dissolution, for the recovery of the portion of such debt for which they were liable, and the execution upon the judgment shall direct the collection to be made from property of each stockholder respectively; and if any number of stockholders (defendants in the case) shall not have property enough to satisfy his or their portion of the execution, then the amount of deficiency shall be divided equally amongst all the remaining stockholders, and collections made accordingly, deducting from the amount a sum in proportion to the amount of stock owned by the plaintiff at the time the company dissolved.

§ 21. No charter of any corporation, granted by the Legislature of this State, shall be altered, suspended or repealed by such Legislature, unless proof be made satisfactory to the Legislature that notice of such

proposed alteration, suspension or repeal has been given to the president and secretary of such corporation, for at least one month before the time at which such alteration, suspension or repeal will be proposed.

§ 22. A failure to elect directors on the day designated in the by-laws of any company incorporated under the laws of this State, shall not have the effect of dissolving such incorporated company.

§ 23. In all actions which may be instituted against any corporation or incorporated company, it shall be sufficient to issue a summons, commanding the corporation by their corporate name, to appear and answer the action; which summons shall be directed as provided by this chapter, and returnable in like manner, and subject to the same rules and regulations as the like process in the case of individuals.

§ 24. When any such summons shall be issued against any banking or other incorporated company, service on the president or other chief officer of such company, or in his absence, by leaving a copy thereof at any business office of said company with the person having charge thereof, shall be deemed a sufficient service; and if the corporation have no business office in the county where suit is brought, or if no person shall be found in charge thereof, and the president and chief officer cannot be found in such county, a summons shall be issued directed to the sheriff of any county in this State where the president or chief officer of such company may reside or be found, or where any office or place of business may be kept of such company, and the service thereof shall be the same as above.

§ 25. On the return of such summons, served as aforesaid, the officer serving the same shall express in his return on whom, how and when the same had been executed; and if not on the chief officer, he shall express the absence of such officer, or that he cannot be found.

§ 26. Suits against corporations shall be commenced either in the county where the cause of action accrued, or in any county where such corporation shall have or usually keep an office or agent for the transaction of their usual and customary business.

§ 27. All notices, orders and rules required to be served in the progress of any cause, shall be served in like manner, as in other civil cases.

§ 28. In case the sheriff or other officer shall return any summons not served, and it shall be made to appear to the court that process cannot be served, the court or clerk thereof, in vacation, shall make an order directing the defendant to be notified of the commencement of the suit, by publication, in the same manner as is provided by law for the notifying of non-resident defendants in civil actions.

§ 29. The process upon a judgment against any corporation, shall be *fieri facias,* which the sheriff or other officer shall levy on the moneys, goods and chattels, lands and tenements of such corporation, and proceed thereon as in civil cases.

§ 30. Proceedings against garnishees, under the provisions of this act, shall be the same as against the garnishee summoned in the case of an original attachment; but no judgment shall be rendered against him for

any debt to become due at a future day, until after the same shall become due.

§ 31. For all moneys paid by any garnishee under this act he shall have credit against the corporation to whom it was due.

§ 32. If a sufficient sum be not made to satisfy such judgment and costs, other writs of execution may be issued as aforesaid, from time to time, until the whole is satisfied.

§ 33. If any moneys remain in the hands of the officer after satisfying the judgment and all costs, he shall pay the same to the corporation or its order.

§ 34. Nothing contained in this chapter shall be construed to extend to any county or township, or to any public university, academy, seminary or school incorporated by the laws of this State.

§ 35. The records of any company, incorporated under the provisions of this law, or copies thereof, duly authenticated by the signature of the president and secretary of such company, under the corporate seal thereof, shall be competent evidence in any suit to which such company may be a party.

CHAPTER 76.

OF BRIDGE COMPANIES.

§ 16. Any number of persons not less than ten may form a company for the purpose of constructing and maintaining a bridge (over any of the streams of water or any part of such streams which may be within this State) for public use, for the crossing of persons or property, and for that purpose may make and sign articles of association, in which shall be stated the name of the company, the number of years the same is to continue, the place at which said bridge is to be constructed, the name of the county or counties in which it is intended to be made, the purposes for which it is to be used, whether for railroads or ordinary travel, or both, the amount of the capital stock of the company, the number of shares of said stock, the names and places of residence of the directors of said company, not less than five nor more than thirteen in number, who shall manage its affairs for the first year, and until others are chosen in their places. Each subscriber to such articles of association shall subscribe thereto his name, place of residence, and the number of shares of stock he has agreed to take in said company. Such articles of association shall be filed in the office of the Secretary of State, who shall indorse thereon the day they are filed, and record the same in a book to be provided by him for that purpose; and thereupon the persons who have so subscribed such articles of association, and all persons who shall become stockholders in such company, shall be a corporation by the name specified in such articles of association, and shall possess the powers and privileges granted to private corporations.

§ 17. In case it may become necessary to appropriate any lands belonging to private persons or to corporations, to the uses of said company, and the owners of said property cannot agree with the said com-

pany upon the proper compensation to be paid, or in case the owner is incapable of contracting, unknown, or a non-resident of the State, said property shall be taken by said company in the same manner as provided for in chapter 73 of private corporations, relating to appropriations and valuation of lands taken for telegraph, macadamized, graded, plank and railroad purposes.

§ 18. Any company organized under this act shall have the right to issue bonds or other evidences of indebtedness, negotiate loans for the construction of said bridge, secure such indebtedness by deed of trust or mortgage on the property of said company, and may have the power to consolidate its franchise and property with that of any bridge company within this State, or any other to be connected by said bridge, and shall have authority to have and exercise any other rights and powers granted by general laws to private corporations, which may be found necessary to carry out the objects contemplated in such organization.

CHAPTER 77.

SECTION 10. This act to take effect and be in force from and after its passage.

APPROVED March 19th, 1866.

ARTICLES OF ASSOCIATION

March 28, 1866 The Quincy Bridge Company.

These articles of association made and entered into this Twenty-eighth day of March in the year of our Lord Eighteen hundred and Sixty-six. *Witnesseth,* That we whose names are hereunto subscribed, have made and formed and do hereby on this twenty-eighth day of March, Eighteen hundred and sixty-six, under and by virtue and in pursuance of Chapter sixty-nine and sections Sixteen, Seventeen, and Eighteen of Chapter Seventy-six of an act passed by the General Assembly of the State of Missouri entitled "An Act concerning private Corporations" approved the Nineteenth day of March A.D. Eighteen hundred and sixty six, make constitute and form ourselves into a company for the purpose of constructing and maintaining a Bridge for public use with its necessary appurtenances, for the crossing of persons and property, over the Mississippi River at the most eligible, practicable and beneficial point, opposite the City of Quincy in the State of Illinois, and within the limits of Marion County in the State of Missouri. Said bridge to be constructed and to extend from said point to the Illinois shore at said City of Quincy in the County of Adams and State aforesaid. The name and style of the said company hereby formed shall be and is "The Quincy Bridge Company" and under that name and style shall continue to exist for the term of one hundred years from date. The capital stock of said company is hereby fixed at the sum of one million dollars and is divided into ten thousand shares of one hundred dollars each, said bridge is to be used for the crossing of Railroad trains or in

other words is to be a Railroad Bridge, and is also to be used for the passage of carriages, teams, footmen and other ordinary travel. The following named persons being a portion of those whose names are hereunto subscribed, to-wit: Presley C. Lane of Marion County, Missouri, Charlton H. Howe of Lewis County, Missouri, and Charles A. Savage, Edward Wells, William Marsh, Amos Green and James M. Pitman of Adams County, Illinois, are hereby named and appointed to be the directors of the Company and do in that capacity consent to take upon themselves the responsibility to manage the affairs of the Company for the first year and until other directors are chosen in their places in pursuance of the acts hereinbefore mentioned.

In Witness Whereof and under the authority of said acts and for the purposes hereinbefore stated, we, the undersigned, have hereunto subscribed our respective names and places of residence and have set opposite our respective names the number of shares of one hundred dollars each we do hereby subscribe to the capital stock of the Company.

Signed	*Residence*	*Number of Shares*
Charles A. Savage,	Quincy, Illinois	Ten shares
William Marsh,	Quincy, Illinois	Ten shares
James M. Pitman,	Quincy, Illinois	Ten shares
Amos Green,	Quincy, Illinois	Ten shares
Edward Wells,	Quincy, Illinois	Ten shares
A. E. Savage,	Quincy, Illinois	Ten shares
Samuel Holmes,	Quincy, Illinois	Ten shares
John Wood,	Quincy, Illinois	Ten shares
P. C. Lane,	Palmyra, Mo.	Ten shares
Charlton H. Howe,	LaGrange, Lewis Co., Mo.	Ten shares

Office of Secretary of State,
City of Jefferson, Missouri.

I, Francis Rodman, Secretary of the State of Missouri, hereby certify, that the annexed pages contain a true, complete and full copy of "Articles of Association to construct a Bridge across the Mississippi River opposite the City of Quincy in the State of Illinois and within the limits of the County of Marion of the State of Missouri," filed in this office March 28th, 1866, as appears by comparing the same with the original roll of said Articles now on file, as the law directs, in this office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal: Done at office, this twenty-eighth day March, A. D. Eighteen Hundred and sixty-six.

FRANCIS RODMAN,
Secretary of State.

[Seal]

(Endorsed) Filed March 28, 1866
Francis Rodman Secretary of State

ACT OF CONGRESS

Approved June 15, 1866

AN ACT to facilitate commercial, postal and military communication among the several States.

Whereas, the constitution of the United States confers upon Congress, in express terms, the power to regulate commerce among the several States, to establish post roads, and to raise and support armies: therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That every railroad company in the United States, whose road is operated by steam, its successors and assigns, be and is hereby authorized to carry upon and over its road, boats, bridges and ferries, all passengers, troops, government supplies, mails, freight and property, on their way from any State to another State, and to receive compensation therefor, and to connect with roads of other States so as to form continuous lines for the transportation of the same to the place of destination: Provided, that this act shall not affect any stipulation between the government of the United States and any railroad company for transportation or fares without compensation, nor impair or change the conditions imposed by the terms of any act granting lands to any such company to aid in the construction of its road, nor shall it be construed to authorize any railroad company to build any new road or connection with any other road, without authority from the State in which said railroad or connection may be proposed.

§ 2. And be it further enacted, That Congress may at any time alter, amend, or repeal this act.

Approved June 15, 1866.

U. S. Statute at Large, Vol. XIV. Page 66.

ASSIGNMENT, November 18, 1866 by The Railroad Bridge Company—A Corporation Created and Existing by Virtue of the Laws of Illinois, of its Charter and Franchises,—

to

James F. Joy and Warren Colburn.

Whereas, by an act of the Legislature of the State of Illinois, entitled "An Act to incorporate the Quincy Bridge Company," approved February 10th, 1853, Nehemiah Bushnell, Samuel Holmes, John Wood, and James M. Pitman, their associates, successors, heirs and assigns, were created a body corporate by the name and style of "The Railroad Bridge Company," with power, amongst other things, to build, maintain and use a Railroad bridge over the Mississippi river, at or near Quincy, Illinois, and which said act, having expired by its own limitation, was revived and is now in force under and by virtue of an act of the Legislature of Illinois, entitled "An act to revive an act entitled 'An act to

incorporate the Quincy Bridge Company,' approved February 10th, 1853,'' and which last named act was approved February 15th, 1865;

Now, Therefore, Know all men by these Presents, that we, Nehemiah Bushnell, Samuel Holmes, John Wood and James M. Pitman, corporators named in the above recited act of February 10th, A. D. 1853, for and in consideration of the sum of five dollars, to us in hand paid by James F. Joy and Warren Colburn, the receipt whereof we do hereby acknowledge, do by these presents grant, sell, assign, transfer, convey and deliver unto the said James F. Joy and Warren Colburn, their associates, successors, heirs and assigns, the said several charters and acts of incorporation hereinbefore referred to, and all the rights, powers, franchises, privileges and immunities granted to and conferred upon and vested in us and each of us, under and by virtue of the said several acts; To have and to hold, and to excercise use and enjoy, all and singular all the rights, powers, franchises, privileges and immunities hereby assigned, granted and delivered unto the said James F. Joy and Warren Colburn, their associates, successors, heirs and assigns, but subject and in subordination to such of the provisions of an act of the Congress of the United States, entitled ''An act to authorize the construction of certain bridges and to establish them as Post Roads,'' approved July 25th, 1866, as relates to the construction and use of a bridge for railroad purposes across the Mississippi river, at the said city of Quincy, and especially subject to so much of the first section of the said act of Congress as provides that, for the more perfect connection of any railroads that are or shall be constructed to the said river, at or opposite said city, when said bridge is constructed, all trains of all roads terminating at or opposite said city shall be allowed to cross said bridge for reasonable compensation to be made to the owners of said bridge:

And the said James F. Joy and Warren Colburn, for themselves, their associates, successors, heirs and assigns, covenant to and with the said Nehemiah Bushnell, Samuel Holmes, John Wood and James M. Pitman, their personal representatives, heirs and assigns, that they, the said James F. Joy and Warren Colburn, their associates, successors, heirs and assigns, will commence the construction of the bridge mentioned in and authorized by the hereinbefore mentioned acts of the Legislature of the State of Illinois, within thirty days after the time when the second section of the said act of February 15th, 1865, is repealed, or is so modified or changed by the Legislature of said State, as to obviate the objections growing out of said section, on the part of any other corporations which may desire to consolidate or connect with said bridge corporation, and will complete the construction of said bridge and put a rail road over it in full operation, within two years from and after the time when the construction thereof is to be commenced, as hereinbefore provided; and that, when the said bridge and railroad over it is completed and put in operation, and from thenceforth so long as the said bridge shall continue, all trains of all railroads terminating at the Mississippi river, at or opposite to the said city of Quincy, now constructed or hereafter to be constructed, shall be allowed to cross the

said bridge on and over the railroad thereon, at corresponding tariff rates for the persons and property transported, so that no discrimination in tariff rates for such transportation shall ever be made in favor of, or against any railroad, whose trains or business passes over said bridge; and that unless the said bridge and railroad thereon shall be constructed and put in full operation by the time limited by this instrument, then and in such case, the said James F. Joy and Warren Colburn, their associates, successors, heirs and assigns, shall and will immediately re-assign, transfer and deliver to the said Nehemiah Bushnell, Samuel Holmes, John Wood and James M. Pitman, their associates, successors, heirs and assigns, the said charters and acts of incorporation hereinbefore mentioned, and all the rights, powers, franchises, privileges and immunities thereby created and hereby assigned, transferred and conveyed.

In witness whereof, all the said parties herein named, have hereunto set our hands and seals this 18th day of November, A. D. 1866, in duplicate.

N. BUSHNELL [SEAL]
SAMUEL HOLMES [SEAL]
JOHN WOOD [SEAL]
JAMES M. PITMAN [SEAL]
WARREN COLBURN [SEAL]
J. F. JOY [SEAL]

As a part of the foregoing agreement, and as further covenants therein on the part of the said James F. Joy and Warren Colburn, they, the said James F. Joy and Warren Colburn, do hereby on their part, for themselves, their associates, successors, heirs and assigns, covenant to and with the said Nehemiah Bushnell, Samuel Holmes, John Wood and James M. Pitman, their associates, successors, heirs and assigns, that, in case the said bridge is built at any point north of State street, in the city of Quincy, it shall be so constructed as not to create any material obstruction to the navigation of the Mississippi river, or of the Quincy Bay, so called, and that in connection with said bridge, such constructions of Rip Rap or other artificial constructions, shall be made as shall prevent the channel of the said river from being, by means of said bridge, diverted further west than it now is, or from materially changing its present direction along said city.

Witness our hands and seals this 18th day of November, A. D. 1866.

J. F. JOY [SEAL]
W. COLBURN [SEAL]

Office of the Railroad Bridge Company,
Quincy, Ill., November 18th, 1866.

I, Nehemiah Bushnell, one of the original corporators named in the act of the Legislature of the State of Illinois, creating the Railroad Bridge Company mentioned in the foregoing instrument, do hereby

certify that my name and seal was subscribed and affixed to the said instrument by me in my own genuine hand writing, on the eighteenth day of November, A. D. 1866; and that on the same day, Samuel Holmes, John Wood and James M. Pitman, being all the other corporators named in the said act, whose names appear subscribed to said intrument, severally subscribed their respective names and affixed their respective seals thereto, in their own genuine hand writing, in my presence.

Witness my hand and seal this 18th day of November, A. D. 1866.

N. BUSHNELL [SEAL]

ARTICLES OF CONSOLIDATION

November 20, 1866

Articles of consolidation by and between the Rail Road Bridge Company a corporation created and existing under and by virtue of the laws of the State of Illinois, and The Quincy Bridge Company a corporation created and existing under, and by virtue of the laws of the State of Missouri.

Witnesseth: That whereas the said Rail Road Bridge company is created a corporation and exists as such under and by virtue of an act of the Legislature of the State of Illinois entitled "an act to incorporate the Quincy Bridge Company" approved February 10th, 1853 and also by virtue of an act of the Legislature of the State of Illinois approved February 15th, 1865 entitled "an act to revive an act entitled an act to incorporate the Quincy Bridge Company, approved February 10th, 1853 with power amongst other things as is in and by the said acts provided to build maintain and use a Rail Road Bridge over the Mississippi River or that portion within the jurisdiction of the State of Illinois at or near Quincy and to unite and consolidate its franchises and property with any and all Bridge companies in the State of Missouri and *Whereas* the said Quincy Bridge Company is duly created and organized and exists as a corporation in the State of Missouri under and by virtue and in pursuance of chapter sixty-nine and sections sixteen, seventeen and eighteen of chapter seventy-six of an act passed by the General Assembly of the State of Missouri entitled "an act concerning private corporations" Approved March 19th, 1866 with power amongst other things to construct and maintain a Rail Road Bridge over the Mississippi River opposite the city of Quincy in the State of Illinois and within the limits of Marion County in the State of Missouri and to consolidate its franchises and property with that of any Bridge company to be connected with said Bridge.

And *Whereas* the said Bridge companies connect with each other at the center of the main channel of the Mississippi River which forms the boundary line of the jurisdiction between the said States of Illinois and Missouri and the parts of the said Bridge which the said companies are respectively empowered to construct will, when constructed, connect with each other and form a continuous and connecting Bridge between said States across the said Mississippi River.

And *Whereas* for the mutual benefit of the said corporations and the greater convenience of the public it is by said corporations proposed to unite and consolidate the said two Bridge Companies and to become one corporation.

Now therefore James F. Joy and Warren Colburn by assignment all the corporators of the said Rail Road Bridge Company of the State of Illinois in proper person and the said Quincy Bridge Company of the State of Missouri by the Directors thereof do hereby respectively agree to consolidate and do consolidate the said companies and the said Bridges or parts of bridges which they are so respectively empowered to construct and their property, capital stock and franchises into one company upon the basis and conditions hereinafter specified by the name and style of "The Quincy Rail Road Bridge Company." The consolidated company hereby created is to assume, pay and discharge all the just debts, claims and liabilities now outstanding against the said consolidating companies or either of them and shall also fulfill, observe and perform all contracts or obligations undertaken by the said companies or either of them.

The present Shareholders in either of the consolidating companies shall be severally entitled to have issued to them in full payment therefor a number of shares of stock in the consolidated company which shall be equal in amount to the stock held by them in either of said companies or may at their option transfer their said shares to James F. Joy and Warren Colburn or either of them and be relieved from further payment thereon.

The Rail Road Bridge of the consolidated company will extend continuously across the Mississippi River from a point at or near the city of Quincy in the State of Illinois to a point opposite the said city within the limits of Marion County in the State of Missouri.

All and singular, the rights, franchises, property, real or personal or mixed, privileges and appurtenances of every name and nature in which the said consolidating companies or either of them may possess any right shall from the day of the making of this agreement be and become vested in the said consolidated company without any other or further deed, transfer, or conveyance in that behalf.

The capital stock of the consolidated company shall be seven hundred and fifty thousand dollars to be divided into seven thousand five hundred shares of one hundred dollars each. And the directors of the said new company may increase the capital stock thereof when necessary to any sum not exceeding the sum of one Million of Dollars.

All the books, records and other documents and papers pertaining to the business or property of said companies parties hereto, shall be delivered to the said consolidated company and shall be deemed and taken as the records and books of the consolidated company.

The first Board of Directors of the consolidated company shall consist of the following persons, viz: James F. Joy, Warren Colburn, John L. Lathrop, Ephraim A. Chapin and Nehemiah Bushnell who shall hold their offices until the first regular meeting of the stockholders of the

consolidated company and until their successors are regularly elected.

The officers of the consolidated company shall consist of five Directors and such other officers to be appointed by the Directors as may be required by law or deemed proper for the transaction of the business of the company who shall hold their offices at the pleasure of the Directors.

The first regular meeting for the election of directors of the consolidated company shall be held in the city of Quincy in the State of Illinois on the second Wednesday of February A. D. 1868 and an annual meeting for the election of Directors shall be held at the same time and place in each year thereafter and a majority of the votes cast at any such election shall elect and any person entitled to vote at such election or at any meeting of the stockholders may vote in person or by proxy.

This article of consolidation shall be executed by the said Rail Road Bridge Company of the State of Illinois by the individual corporators thereof under their hands and private seals, the said corporation having no common seal provided and by and on behalf of the said Quincy Bridge Company of the State of Missouri by Edward Wells, their President pro tem in the absence of their President under his hand and private seal, the said company having no common seal provided, and the consolidation hereby made shall exist during the life time of the charters of the said consolidating companies.

In Witness Whereof we James F. Joy and Warren Colburn being by assignment all the corporators of the said Rail Road Bridge Company of the State of Illinois and for and on behalf of said company and as its act and deed have hereunto subscribed our names and affixed our private seals, the said corporation having no common seal provided; and the said Quincy Bridge Company of the State of Missouri by virtue of a Resolution of their Board of Directors adopted on the twentieth day of November A. D. 1866 duly authorizing the same, have caused Edward Wells, their President pro tem in the absence of their President and as the act and deed of said company to subscribe his name and affix his private seal hereto, the said corporation having no common seal provided. All done this 20th day of November A. D. 1866.

JAMES F. JOY [SEAL]
WARREN COLBURN [SEAL]
Corporators of the Rail Road Bridge Company of Illinois.

EDWARD WELLS [SEAL]
President pro tem of the Quincy Bridge Company of Illinois.

U. S. Rev.
Stamps
25 cents

Office of the Quincy Bridge Company.
Quincy Ills. November 20th, 1866.

I, Charles A. Savage, Secretary of the Quincy Bridge Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri, do hereby certify, that on the twentieth day of November A. D. 1866, at a meeting of the Board of Directors of said company at which six of its seven directors were present, and which was called in pursuance of a previous order of the Board of Directors to take into consideration the foregoing contract for consolidation with the Rail Road Bridge company, a corporation created and existing under and by virtue of the laws of the State of Illinois, the said contract for the consolidation of the two Companies was by the unanimous vote of the Directors present adopted, and Edward Wells, the President of the Company pro tem in the absence of its President, was authorized and directed to execute the same for and on behalf of this company, and as its act and deed, by subscribing his name and affixing his private seal thereto, the Company having no common seal provided, and that the said President of the company pro tem thereupon in the presence and with the approval of the Board of Directors, executed the said contract in the manner directed by the said Resolution.

In Witness Whereof I have hereunto set my hand and affixed my private seal, the company having no common seal provided, the day and year above written.

CHARLES A. SAVAGE [SEAL]
Secretary of the Quincy
Bridge Company.

Office of the Rail Road Bridge Company.
Quincy, Ills., November 20th, A. D. 1866.

I, Nehemiah Bushnell, one of the corporators named in the act of the Legislature of the State of Illinois creating said corporation, and also one of the Directors named in the foregoing contract for consolidation with the Quincy Bridge company, a corporation organized and existing under and by virtue of the laws of the State of Missouri, do hereby certify that James F. Joy and Warren Colburn, by assignment sole corporators of the said Rail Road Bridge Company, whose names appear subscribed to the said contract for consolidation, severally subscribed their respective names and affixed their respective seals to the said contract in their own genuine handwriting on this twentieth day of November A. D. 1866, and in my presence.

In Witness whereof I have hereunto subscribed my name and affixed my seal the day and year first above written.

[Seal] N. BUSHNELL.

U. S. Rev.
Stamp
5 cents

State of Illinois }
Adams County } ss.
City of Quincy }

Charles A. Savage on this twentieth day of November A. D. 1866 personally appeared before the undersigned a Notary Public in and for the city of Quincy in the County of Adams and State of Illinois and being first duly sworn, deposes and says, that he is the secretary of the Quincy Bridge Company a corporation duly organized under the laws of the State of Missouri and that the said company did by a vote of its Directors on this twentieth day of November A. D. 1866 and in and by the foregoing consolidation of its property and franchises with the property and franchises of the Rail Road Bridge Company a corporation created by the laws of the State of Illinois, change its name to that of "The Quincy Rail Road Bridge company" which has by the said consolidation been taken and assumed as the name of the said consolidated company, and that by the like vote of its Directors on the same day adopting said consolidation the said Quincy Bridge company did also change the number of its Directors to that of five directors for the said consolidated company in the manner and as is expressed in and by the foregoing articles of consolidation and that this affiant is also the secretary of the said consolidated company and farther this affiant saith not.

Subscribed and sworn to by the said Charles A. Savage before me, this 20th day of November A. D. 1866.
Charles A. Savage

In Testimony whereof, I, Peter C. Keller a Notary Public in and for the city of Quincy in the County of Adams and State of Illinois have hereunto set my hand and affixed my notareal seal at my office in the said city of Quincy this 20th day of November A. D. 1866.

[Seal] P. C. Keller.

Notary Public for the city of Quincy Adams County, Illinois.

U. S. Rev.
Stamp
5 cents

Office of Secretary of State,
City of Jefferson, Missouri.

I, Francis Rodman, Secretary of the State of Missouri, hereby certify, that the annexed pages contain a true, complete and full copy of the Articles of consolidation of the Quincy Rail Road Bridge Company
Filed Dec. 4th, 1866
as appears by comparing the same with the original Articles now on file as the law directs, in this office.

In Testimoney Whereof, I have hereunto set my hand and affixed my official seal: Done at office, this sixth day of December A. D. Eighteen Hundred and sixty-six.

[Seal] Francis Rodman.
Secretary of State.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS } ss.

I, Sharon Tyndale, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Consolidation of The Quincy Rail Road Bridge Company, recorded on page "238 Off. Record of 1866" and filed December 3, 1866 and now on file in my office. In witness whereof I have hereunto set my hand, and affixed the Great Seal of State, at the City of Springfield, this third day of December A. D. 1866.
[Seal]

Sharon Tyndale Secretary of State.

U. S. Rev.
Stamp
5 cents

AGREEMENT, November 20, 1866, Chicago, Burlington & Quincy Railroad Company, the Toledo, Wabash and Western Rail Way Company, the Hannibal and St. Joseph Railroad Company, and The Quincy Rail Road Bridge Company.

This Agreement, made this twentieth day of November, A. D. 1866, by and between the Chicago, Burlington and Quincy Railroad Company, the Toledo, Wabash and Western Rail Way Company and the Hannibal and Saint Joseph Rail Road Company, parties of the first part, and The Quincy Rail Road Bridge Company, by consolidation a corporation of Illinois and Missouri, party of the second part,

Witnesseth,

That the parties of the first part hereby agree to and with the party of the second part, that they will enter into a lease with the party of the second part whereby they will jointly and severally lease of said second party the Rail Road Bridge which the said second party may build across the Mississippi River at or near the City of Quincy, Illinois, and which lease shall be perpetual during the corporate existence of the said second party, and shall contain amongst other things the following provisions, viz:

1. That the parties of the first part will pay to the said party of the second part in the City of New York, in semi-annual payments, an annual rent which shall be equal to ten per cent on the cost of said Bridge above all costs of superintendance, insurance, repairs, renewals and government tax, said rent to commence on the completion of said bridge ready for use; and the cost of the bridge to include interest on all installments paid in for its construction from the time such installments are paid till the completion of said bridge at the rate of ten per cent per annum, and that the parties of the first part will enter into said lease as soon as practicable after the party of the second part is organized and its stock subscribed for.

2. That as the said parties of the first part are to have full charge of the construction and operation of the said bridge, it is hereby dis-

tinctly understood and mutually agreed that all moneys called from and paid by the stock holders in the corporation which is the party of the second part for the construction of said Bridge shall be considered as the cost of the said bridge, whether the same be more or less than the sum that may be estimated as the amount of capital required for the construction of the said bridge.

In Witness Whereof the said Chicago, Burlington and Quincy Rail Road Company have caused James F. Joy, their President, to subscribe his name hereto, for and on behalf of said Company,—and the said Toledo, Wabash and Western Rail Way Company have caused Warren Colburn, their Vice President, to subscribe his name hereto for and on behalf of said Company,—and the Hannibal and St. Joseph Rail Road Company have caused James F. Joy, their Managing Director, to subscribe his name hereto for and on behalf of said Company.

All done this 20th day of November, A. D., 1866.

WARREN COLBURN,
Vice Presd't, T., W. & W. R'y Co.
J. F. JOY,
President of C., B. & Q. R. R. Co.
J. F. JOY,
Managing Director of H. & St. Jo. R. R. Co.

Approved on the part of the Quincy Rail Road Bridge Company by the authority of the Board of Directors this 20th November, A. D., 1866.

N. BUSHNELL,
President, Quincy R. R. Bridge Co.

U. S. Rev.
Stamp
10 cents

ACT OF LEGISLATURE

Approved February 8, 1867

AN ACT to legalize "The Quincy Railroad Bridge Company," and to facilitate and encourage the construction of a railroad bridge over the Mississippi River at Quincy.

Section I. Be it enacted by the People of the State of Illinois, represented in the General Assembly That the consolidation of the "Quincy Bridge Company," organized under the laws of the State of Missouri, and of the "Railroad Bridge Company," organized under the laws of this State, for the construction of a railroad bridge across the Mississippi River at Quincy, made by and between said companies by their articles of consolidation, bearing date the twentieth day of November, A. D. 1866, and filed and recorded in the office of the Secretary of State of this State, on the third day of December, A. D. 1866, and adopting for the said consolidated company the name and style of "The Quincy Railroad Bridge Company," be, and the same is hereby legalized, ratified and confirmed, and the said consolidated company, by the name and

style aforesaid, shall have, exercise and enjoy all the rights, powers, privileges and immunities, which were granted to "The Railroad Bridge Company" aforesaid, by the original act incorporating the same, entitled "An Act to incorporate the Quincy Bridge Company," approved February 10th, 1853, and by the act reviving the same, approved February 15th, 1865; and copies of the said articles of consolidation, certified by the Secretary of State, under his seal of office, shall be evidence of the legal existence and organization of the said consolidated company in all courts and places in this State.

§ 2. That the said corporation shall have power to connect any bridge built under the provisions of the act aforesaid, and of this act, by the necessary railroad tracks and side tracks with any railroad now constructed, or hereafter to be constructed to the city of Quincy; and the second section of an act approved February 15th, 1865, entitled "An act to revive An Act entitled An Act to incorporate the Quincy Bridge Company," approved February 10th, 1853, is hereby repealed.

§ 3. That the part of the said railroad bridge which may be built over the Quincy Bay, so called, shall have a draw over the main channel of said bay, with a span for the draw of not less than eighty feet in length clear of the abutments, and said draw shall be opened upon reasonable signal for the passage of boats whose construction shall not be such as to admit of their passage under the permanent spans of the bridge, except when trains are passing over said bridge.

§ 4. This act shall be deemed a public act, and shall take effect from and after its passage.

Approved February 8th, 1867.

Private Laws Illinois 1867. Vol. 1. Page 165.

LEASE January 1, 1869 The Quincy Rail Road Bridge Company to Chicago, Burlington & Quincy Railroad Company, the Toledo, Wabash, and Western Railway Company, and Hannibal and St. Joseph Railroad Company.

This Indenture and Lease, Made and entered into this first day of January, in the year of our Lord One Thousand Eight Hundred and Sixty-nine, by and between the QUINCY RAILROAD BRIDGE COMPANY, a consolidated Corporation, existing by virtue of the laws of Illinois and Missouri, party of the first part; and the CHICAGO, BURLINGTON, AND QUINCY RAILROAD COMPANY, and the TOLEDO, WABASH, AND WESTERN RAILROAD COMPANIES, Corporations existing by virtue of the laws of the State of Illinois; and the HANNIBAL AND ST. JOSEPH RAILROAD COMPANY, a Corporation existing by virtue of the laws of the State of Missouri, parties of the second part,—

Witnesseth, First—That said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, and to be by the said parties of the scond part, fully paid, kept and performed, do hereby demise, rent and lease unto the said parties of

the second part, all and singular, the Iron Railroad Bridge, and the Railroad of the said party of the first part, on and over the Quincy Bay, so called, and on and over the Mississippi River, and on and over the Island separating the said Quincy Bay from the said Mississippi River, as the said Bridge and Railroad exist, and extend from the east bank of the said Quincy Bay, at and from the city of Quincy in the State of Illinois, across said Bay, Island and River to the town or village of West Quincy, on the west bank of the Mississippi River in the State of Missouri, including all the Foundations, Masonry, Abutments, Piers, Draws, Iron and other materials composing said Bridge, and also including the railroad track on and over the said Bridge and Island, with the Embankments, Culverts, Structures, Superstructures, Iron and Steel Rails, and other materials composing the same; and also all the Railroad or Roads of the said party of the first part, which extend from the east and west abutments of said Bridge, and connect the said Bridge and the tracks thereon, with the Railroad tracks and Railroad of the said Chicago, Burlington and Quincy Railroad Company in the State of Illinois, and with the Railroad tracks and Railroad of the said Hannibal and St. Joseph Railroad Company in the State of Missouri, with all the Embankments, Superstructure, Iron, Rails, and other materials or things composing said connecting Roads, together with all the fixtures and appurtenances to said Railroads and Bridge belonging, and all the Tolls, Rents and Income to be had, levied or derived from the said described and demised premises and the using thereof, and all the rights, powers, franchises and privileges of the party of the first part therein or pertaining thereto. *To Have and to Hold* the said described and demised premises, with all the privileges and appurtenances thereto, unto the said parties of the second part, for and during the whole time, term and period of the Corporate existence of the said party of the first part, at and for the annual rent of One Hundred and Seventy-five Thousand Dollars, to be paid by the said parties of the second part to the said party of the first part, in equal semi-annual payments, at the time and in the manner hereinafter provided for.

Second.—And the said party of the first part hereby covenants and agrees to and with the parties of the second part that the said first party will, during all the period for which said first party is by law created a Corporation, from time to time continue to elect the proper officers, and to do and perform in court, and out of court, whatever may be required to keep its corporate organization complete and perfect, and to preserve, protect, and defend its Corporate powers, immunities, rights and franchises.

Third.—And the said parties of the second part, hereby jointly and severally agree to and with the said party of the first part, that they will pay unto the said party of the first part, as annual rent for the said demised premises, the sum of One Hundred and Seventy-five Thousand Dollars, in each and every year during the term hereby created; and that they will pay the same in equal semi-annual payments of Eighty-seven

Thousand, Five Hundred Dollars each, at the office of the Treasurer of said party of the first part, in the city of Boston in the State of Massachusetts, on the first days of the months of January and July, occurring from and after the day of the date of these presents; and that they will also pay unto the said party of the first part all the necessary and proper costs and expenses of keeping up and maintaining the Corporate organization of the said first party hereto; and of retaining and having the necessary officers and employees to do and perform the things required to be done; to maintain such organization, and to defend, preserve, and maintain the Corporate rights and interests of the said party of the first part in court and out of court, as well as the proper cost and expense of transacting the business of said first party, with its shareholders, and with the parties of the second part, and all the other needful business of the said first party; and that the said parties of the second part will pay to the said party of the first part all of the said further sums of money semi-annually hereafter, at the office of the Treasurer of the said first party in the said city of Boston, at the several times herein provided for the payments of the said semi-annual instalments of rent.

Fourth.—And the said parties of the second part, also hereby further covenant and agree to and with the said party of the first part, that they will, during the continuance of this lease, use and operate the said Bridge, Railroad, and demised premises and appurtenances for the business and purpose for which the same were authorized to be constructed, and in such efficient manner as to satisfy the reasonable and lawful demands of the public; and that they will also fulfill and perform all the requirements which now are or may be hereafter imposed upon the said party of the first part in respect to the said demised premises, and the using thereof by the laws of the United States, or of the States of Illinois and Missouri, or either of them now existing or hereafter established; and that they will pay all the cost and expense of the superintendence of the said demised premises, and of using and operating the same, and of the business thereof; and all losses and damages for injuries or losses caused, suffered or occasioned through or by means of the said parties of the second part, or any of them in the course of said business, and also all taxes and assessments, including any Income or Government Tax which may be lawfully levied or assessed upon said party of the first part or its shareholders, on account of the said demised premises, or upon the business, or the gross or net earnings thereof, or upon the moneys hereby made payable as rent for said demised premises, or upon the dividends thereof distributed to said shareholders or otherwise, by virtue of the laws of the States of Missouri and Illinois, or of the United States, now existing or hereafter enacted.

Fifth.—And in order to securely anticipate and provide for the prompt payment to the said party of the first part of the said semi-annual payments of rent, and other sums of money hereinbefore provided for, the said parties of the second part hereby further jointly and severally covenant and agree to and with the said party of the first part, that

they will cause the General Superintendents of the said respective Railroads to, from time to time, agree upon, regulate and establish such reasonable tariff rates for the transportation of persons and property on and over the said Railroad Bridge, and Railroads hereby demised, as will provide as near as can be practicably done, a sufficient, clear, net earnings or income from the business of the same, for each current period of six months during the term hereby created, over and above all deductions from the gross earnings of such business during such respective periods, to fully pay and satisfy the amount of rent, and other sums of money so to be paid to the said party of the first part for such periods respectively, as hereinbefore provided; and that as soon after the close of each month as in the usual course of business can be done, the said parties of the second part will cause an accurate Monthly General Statement of all expenses incurred and payments made by the parties of the second part, on account of the business of the said demised premises for said month, and on what account the same was incurred or paid, and also of the amount of the gross and net earnings from said business for said month, to be rendered to the Treasurer of the said party of the first part in the said city of Boston; and that they will at the end of each month pay over to the said Treasurer, at his office in said city, the whole amount of the said monthly net earnings, until the sum of such payments in each of the said periods of six months shall be equal to the whole amount to be paid by the said parties of the second part, to the said party of the first part, for the rent and other purposes hereinbefore mentioned for such period; and in case at the end of any such current period of six months, the sum of such payments shall not be sufficient to pay and satisfy the whole amount of the sums of money to be then paid to the said party of the first part as hereinbefore provided; then and in that case the said parties of the second part hereby jointly and severally agree to and with the said party of the first part, that they will thereupon, on the said first days of January and July in each year, pay unto the said party of the first part, at the office of the Treasurer of said first party in said city of Boston, the full amount of such deficiencies; it being hereby mutually agreed and understood by and between the said parties of the second part, that as among themselves, in paying any such deficiency, each of the said parties of the second part shall pay such portion thereof, as the number of passengers and the number of tons of freight transported by cars of the said parties over their respective Roads to and from the said Railroad Bridge in the transit thereof over the same, during the said six months; taking also into account the distances such transportation on each Road, bear to each other, in the making of such computation. Two passengers carried one mile shall be taken as the equivalent of three tons of freight carried one mile; and for the purpose of estimating distances in such computation, it is hereby mutually agreed that the Depot of the said Chicago, Burlington, and Quincy Railroad Company, at the said City of Quincy, shall be taken and considered as one of the

termini of each of the Roads of the said parties of the second part, and that no distance on the said Toledo, Wabash and Western Railway shall be counted as over two hundred and sixty-four miles. And it is also hereby further mutually understood and agreed by and between the said parties of the second part, that in the event that during any of the said current periods of six months, the said net earnings from the said demised premises shall exceed the amount of the money so herein provided to be paid to the said party of the first part for said period, then and in that event the said surplus net earnings shall be divided between the said parties of the second part, in the same proportion and by the same method of computation as is above provided for ascertaining the proportions in which the deficiency in net earnings are to be paid by the said second parties respectively.

Sixth.—And it being mutually agreed and understood, by and between the parties hereto, that the said Hannibal and Saint Joseph Railroad Company is to have the actual possession and use of the said demised premises in connection with and for business purposes as a part of and as an extension of their said Railroad to the extent of one and one-half miles, at an annual rent of Six Thousand Dollars, to be paid semi-annually by the said last named Company to the said parties of the second part during the term hereby created,—it is therefore hereby further mutually understood and agreed by and between the parties hereto, that the said Hannibal and St. Joseph Railroad Company shall, during the continuation of the term hereby created, pay unto the said party of the first part the said sum of Six Thousand Dollars annually, in equal semi-annual payments of Three Thousand Dollars each, on the first days of January and July in each year, from and after the day of the date of these presents, at the office of the Treasurer of the said party of the first part in the said city of Boston; and that the said payments when so made, shall be by the said party of the first part applied to the credit and in part payment of the said rent and other moneys so hereinbefore provided, to be paid to the said party of the first part, by the said parties of the second part, on the said respective days.

Seventh.—And the said parties of the second part hereby further agree to and with the said party of the first part, that they will at their own proper cost and charge make all such additions to and changes in the said Railroad Bridge and Railroads, and premises and appurtenances hereby demised, as may become necessary or proper to fortify, strengthen, and maintain the same, or any part or parcel thereof, or to fulfill any legal requirements which may be hereafter adopted touching or affecting the same demised premises, or the using thereof; and that they, the said parties of the second part, shall and will, also from time to time, and at all times hereafter, during the term hereby created, at their own proper cost and charges, fully, diligently and thoroughly repair, support, amend, replace, renew and rebuild the said Railroad Bridge and Railroad and premises and appurtenances hereby demised, together with any additions thereto or changes therein, made as aforesaid; and every part and

parcel thereof, in such manner and with such materials, and at such times, and by such effective and sufficient methods, as will effectually have, keep, sustain, and maintain the said demised premises and appurtenances, with the additions to or changes made therein, as aforesaid, and every part and parcel thereof, from time to time, and at all times during said term, in complete and perfect order, repair, existence, and condition, for the most efficient, continuous use, with only such possible interruptions or delays as may at any time or times be necessarily required to make such additions to or changes therein, as aforesaid; or to repair, support, amend, replace, renew or rebuild the said demised premises and appurtenances, either in whole or in part, as the need or occasion may require; and whether the necessity or occasions for such additions, changes, repairs, supporting, amendments, replacements, renewals or rebuilding, in whole or in part, of all or any of them, shall or may arise from or be caused by ordinary or extraordinary wear and use; or by natural decay, or by any act of omission or commission, or by accidents of any kind or nature; or by the power of the elements, domestic insurrections, invasions or public enemies, or by the acts of God; or from any other cause, occasion, or contingency whatever.

Eighth.—And in order to provide, as rapidly as the case will admit of, for a sure guarantee fund, out of which can be made the payments necessary, under any and every exigency, to meet and fulfill the requirements of the covenants on the part of the parties of the second part hereto contained and expressed in and under the foregoing head numbered "Seventh," so as to thereby provide, as far as may be practicable, against any occasion for a resort to said covenants; it is, therefore, hereby further mutually agreed by and between all of the parties to this agreement, that the President for the time being of the party of the first part hereto, together with the President for the time being of one of the parties of the second part hereto, to be selected by the said parties of the second part, shall and will from time to time fix and establish special tariff rates for the transportation of persons and property on and over the said demised premises, with power to alter, modify or change the same in their discretion, and which said special tariff rates shall be added to the tariff rates for such transportation, which may be from time to time fixed by the General Superintendents of the Roads of the said parties of the second part as hereinbefore provided for, and shall be collected by the said Hannibal and Saint Joseph Railroad Company, and paid over as soon after the expiration of each month as in the usual course of business can be done to the Treasurer for the time being of the said Chicago, Burlington and Quincy Railroad Company, who shall in his said official capacity as such Treasurer be the common trustee of said moneys, for the benefit of all of the parties to this agreement; and such special tariff rates shall continue to be so fixed, collected, and paid over until the same, with the income to be derived therefrom, shall amount in the aggregate to the sum of two hundred thousand dollars, ($200,000); and shall also thereafter as the

said moneys, which shall constitute the guarantee fund herein before mentioned, may be reduced by expenditures below the said sum of two hundred thousand dollars, ($200,000), be from time to time so fixed, collected and paid over to the Trustee aforesaid, so as to restore and keep the said guarantee fund permanently at, or as near as can practicably be done, the said sum of two hundred thousand dollars, ($200,000); and the said Trustee shall from time to time invest the said moneys as fast as the same are received by him, and keep the same invested in good, safe interest-bearing securities, and receive the income to be derived from the same, and shall have the power, and is hereby required from time to time, under the direction of the parties of the second part, or in case of the default of the said parties of the second part from time to time in a reasonable time as applicable to each exigency to well and truly observe, keep and perform all or any of the convenants and agreements on the part of the said second parties as contained and expressed in and under the foregoing head numbered "Seventh," then and in every such case, under the direction of the said party of the first part hereto, to apply, and pay out from the income derived from said guarantee fund on hand,—and in case of a deficiency of said income for the purpose, then out of the principal of said fund, so much of the said income and principal sum as may be necessary and required to fulfill, and to do, perform and complete all and every the acts covenants and things which the said parties of the second part have in and by their last aforesaid covenants and agreements in and under said head number "Seventh" herein expressed, covenanted and agreed to do and perform; and any surplus of said income not required to be applied and used in the manner and for the purpose aforesaid, shall be, by said Trustee, annually, on the first day of January in each year, paid over to the said parties of the second part, at his office in Chicago, respectively, in the proportion in which the said second parties have respectively contributed to the creation of said fund.

Ninth.—And it is hereby further mutually understood and agreed by and between the parties hereto that for the purpose of all estimates, computations, reckonings, adjustments of accounts and settlements growing out of these presents, such of the books and vouchers of each of the parties hereto as are connected with or relate to the business done under this agreement, shall be at all reasonable times and hours subject to the inspection and examination of the authorized Agents of the respective parties.

Tenth.—And the said parties of the second part hereto hereby mutually and severally covenant and agree to and with each other that they will severally and respectively abide by, do and perform to, for and in behalf, and in exoneration and discharge of the other of said parties and of each of them, their several and respective parts and portions of all and every of the covenants, agreements, obligations and duties which are or may be by this instrument imposed or devolved upon the said parties of the second part, or which the said parties of the second part

have in and by this instrument convenanted or agreed to do and perform, so as and to the end and to the extent required to fully, entirely, and finally release, discharge, indemnify and save harmless the said parties of the second part severally and respectively, from all loss, damage, payments, liabilities, injuries, costs and expenses which might or may be sustained, suffered or incurred by either or any of the said parties of the second part, by reason of any default or defaults in the premises by or on the part of the other of said parties, or any or either of them.

Eleventh.—And it is hereby and finally understood and agreed by and between the parties hereto, and it is hereby made an absolute and fundamental condition of this lease and agreement that the said parties of the second part shall not jointly or severally at any time hereafter, sell, assign, transfer or underlet the premises hereby demised, or any part thereof, or any interest therein or in these presents, to any person or persons, body or bodies corporate whatever, without the consent of all the parties hereto in writing for that purpose first had and obtained; and any such attempted sale, assignment, or transfer, or underlease, shall at the option of the other parties hereto, or either of them, constitute and be an absolute forfeiture of the unexpired portion of the term hereby created, and of all the rights and interests, legal and equitable, therein or in the demised premises or these presents, as against the party or parties making such attempted sale, assignment, transfer or underlease, and against all persons or parties claiming or to claim under and by virtue thereof, without any previous notice or declaration of such forfeiture by or on the part of the other parties hereto, or any of them.

Provided always, and these presents and the estate and the rights of the Lessees in the premises are determinable and dependent upon this express condition, that if the Lessees or either of them, their representatives or assigns, do or shall neglect or fail to perform and observe any or either of the above covenants herein before contained, which on its or their part are to be performed, then and in every such case these presents and the estate and the rights of the Lessees (if the Lessor or those having the estate in the premises so elect to treat the same by making or causing to be made an entry upon the premises to determine this lease), shall be and they hereby are absolutely void and determined; and the said Lessor, or those having its estate in said premises lawfully, may immediately, or at any time thereafter, and whilst such neglect or default continues, and without further notice or demand, enter into or upon said premises and repossess the same as of its former estate, and expel the said Lessees and those claiming under them, forcibly if necessary, without prejudice to any remedies which might otherwise be used for arrears for rent, or preceding breach of covenant.

And the Lessees agree that their liability to pay all amounts due under this lease at the time of such entry shall continue and be un-

affected thereby, and that the rent shall be apportioned accordingly, and hereby grant to the Lessor full power to make such entry in the cases above contemplated.

In Witness Whereof, the said Quincy Railroad Bridge Company have caused James F. Joy, their President, to subscribe his name, and to affix the Corporate Seal of said Company hereto.

And the said Chicago, Burlington and Quincy Railroad Company have caused James F. Joy, their President, to subscribe his name, and to affix the Corporate Seal of said Company hereto.

And the said Toledo Wabash and Western Railway Company have caused their President, to subscribe his name, and to affix the Corporate Seal of said Company hereto.

And the said Hannibal and Saint Joseph Railroad Company have caused their President, to subscribe his name, and to affix the Corporate Seal of said Company hereto.

All done in four parts; each part of which is to be taken and considered as a true original, this first day of January, A. D. 1869.

The Quincy Railroad Bridge Company, by its President,
[SEAL] J. F. JOY.

The Chicago, Burlington, and Quincy Railroad Company,
[SEAL.] By JAMES F. JOY, *President.*

The Toledo, Wabash, and Western Railway Company,
[SEAL.] By A. BOODY, *President.*

Hannibal and St. Joseph Railroad Company,
[SEAL.] By JAMES CRAIG, *President.*

SUPPLEMENTAL AGREEMENT July 1, 1873 Between Chicago, Burlington & Quincy Railroad Company, the Toledo, Wabash, and Western Railway Company and Hannibal and St. Joseph Railroad Company.

Memorandum of agreement: Made this first day of July A. D. Eighteen hundred and seventy-three, between the Hannibal & St. Joseph Railroad Company, The Chicago, Burlington & Quincy Railroad Company, and the Toledo, Wabash & Western Railway Company, to more distinctly define their duties and obligations as between each other under the lease of the Quincy Bridge made January, first, A. D. 1869.

It is hereby mutually agreed that from and after this day the three Railroad Companies above named shall provide and guarantee the payment of the interest and necessary expenses of said Quincy Bridge, as follows:—

First, from the gross amount of said interest and expenses shall be deducted the rent to be paid by the Hannibal & St. Joseph Railroad Co., for use of the track of the Quincy Bridge Company, six thousand dollars per annum.

Second, the tolls or moneys received from any and all Railroads or other parties using said Bridge, except the three companies above named, shall likewise be deducted from said gross amount.

The sum required to pay the remainder of said interest and expenses shall be guaranteed furnished and paid by said companies respectively, in accordance with the average apportionment upon the business of the four years, 1869, 1870, 1871 and 1872, which as near as may be was as follows: Hannibal & St. Joseph Railroad forty seven and one eight (47⅛) per cent, Chicago, Burlington & Quincy Railroad, forty-two and five eights (42⅝) per cent. Toledo, Wabash and Western Railway, ten and one quarter (10¼) per cent.

Each of said respective companies hereby guarantees that the tolls collected semi-annually on its business at whatever rates they may be fixed from time to time in accordance with said contract of lease of January first 1869; shall produce the amount said company is required to furnish under the above apportionment, and each company is to be charged with and to make up any deficit, and to be credited with any excess.

In witness whereof, the said companies have caused these presents to be signed by their respective presidents or Vice Presidents, the day and year first above written.

B. F. Carver, V. P.,
Hannibal & St. Joseph Railroad Co.

J. M. Walker, Prest.,
C B & Q R R Co.

The Toledo, Wabash and Western Railway.,
by, A. Boody, *Prest.*

AGREEMENT, April 4, 1898, City of Quincy, Illinois, and Chicago, Burlington & Quincy Railroad Company.

This Agreement, made and entered into this fourth day of April, in the year of our Lord one thousand eight hundred and ninety-eight, by and between the City of Quincy, a municipal corporation, created and existing under the laws of the State of Illinois, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, a corporation, created and existing under and by virtue of the laws of the State of Illinois, party of the second part;

Witnesseth: That said party of the first part, for and in consideration of the covenants and agreements of the party of the second part, hereinafter contained, and of the sum of one dollar to it in hand paid, the receipt whereof is hereby acknowledged, covenants and agrees to and with said party of the second part, that it, said party of the first part, will grant unto the said party of the second part a right of way, two hundred (200) feet in width, over and across Towhead Island, between the Mississippi River and Quincy Bay, lying opposite to said City of Quincy, and lying and being in the southeast quarter of section thirty-four (34), in township one (1) south, range nine (9) west of the Fourth Principal Meridian, and situated in the County of Adams and State of Illinois—said right of way being more particularly described as follows: A strip of land two hundred (200) feet

in width, being sixty-two (62) feet wide on the west side, and one hundred and thirty-eight (138) feet wide on the east side, of the center line of the main track of said The Chicago, Burlington and Quincy Railroad Company, as now surveyed, staked off, and located across said Towhead Island, which is all of Bay Island lying south of the center line of Squaw Chute, which Chute is an overflow channel of the Mississippi River. Said center line of said main track enters said tract of land near its northern end at the intersection of said center line of said track with the center line of said Squaw Chute, said point of intersection being thirteen hundred and fifty-one (1351) feet north and thirteen hundred and seventy-four (1374) feet west of the southeast corner of Spring and Front Streets; and said center line runs on a bearing S. 14°—10′ E., a distance of eleven hundred and sixty (1160) feet, more or less, thence upon a curve of 637.3 feet radius to the east, a distance of six hundred and seventy (670) feet, more or less, until said center line enters said Quincy Bay, near the south end of said Towhead Island.

For and in consideration of the covenants and agreements of the party of the first part, hereinbefore contained, and of one dollar in hand paid, the receipt whereof is hereby acknowledged, the party of the second part hereby covenants and agrees to and with the party of the first part, as follows:

1st. That it, said party of the second part, will pay unto the party of the first part the sum of one thousand (1000) dollars.

2d. That the party of the second part will build and maintain a wagon bridge from the Missouri shore to the Illinois shore, to be connected with its railroad bridge, and to end and terminate at Cedar Street, in said City of Quincy; and that said party of the second part will provide a suitable roadway, connecting said wagon bridge with said Cedar Street.

3d. That said party of the second part will build a freight depot and a passenger depot between Broadway and Vine and Second and Olive Streets, in said City of Quincy.

4th. That the party of the second part will grant to the said party of the first part the joint use, in perpetuity, with the party of the second part, of the levee owned by the party of the second part, south of Broadway, in said City; the party of the first part to have the right to permit the use of the same, as a public levee and public landing-place, in connection with the use thereof by the said party of the second part; and the said party of the first part to have the sole right to impose charges and wharfage fees for such use as a public levee or public landing-place, and to collect and to retain for its own use such charges and wharfage fees; provided, however, that no charges or wharfage fees shall be imposed upon or collected of said party of the second part. It being understood, however, that neither party shall have the right to erect any building or buildings thereon, without the consent of the other party, in writing, first had and obtained therefor, and that said party of the second part shall make no use of the same inconsistent with its use as a public levee and public landing-place; provided, however, that the said party of the first part shall have the right to exercise any rights it may now have, including the right, if any, to erect

thereon a water works plant, south of Broadway; and provided, further, however, that said party of the first part will not permit any other railroad company or companies than the party of the second part to lay or construct any railroad track or tracks on said levee; said levee, south of Broadway, herein referred to, being bounded and described as follows, to-wit;

Beginning on the south line of Broadway street, at a point two hundred and sixty-nine and five-tenths (269.5) feet due west of the east line of Front Street, in said City of Quincy, and running thence southwardly to a point two hundred and forty and eight-tenths (240.8) feet due west of the east line of said Front Street, and two hundred and eight (208) feet north of the north line of Hampshire Street, and to the south line of the land or property there owned by the party of the second part, thence west to the Mississippi River, thence north on said river to a point due west of the place of beginning, and thence east to the place of beginning.

5th. That the party of the second part will make the necessary arrangements, when building the piers and buttresses for its new railroad bridge across the Quincy Bay, near the foot of Broadway, for attaching a pontoon bridge alongside of its said new railroad bridge; and will permit said party of the first part, or the parties who may construct said pontoon bridge, to attach said pontoon bridge to its said new railroad bridge, without compensation therefor; and said party of the second part will grant a suitable right of way for the public from said Broadway street to such pontoon bridge.

The said party of the second part further agrees that it will leave a clear space, fifty (50) feet in width, between the water's edge and the abutment at the end of its embankment on said Towhead Island, and will fill and keep filled the same to such height as will permit passage along and across the same, under its said new railroad bridge, from one side of its embankment to the other, whenever the water in said river is at such a stage as to make it possible to drive with wagons and teams on and along said Towhead Island; and that said party of the second part, in constructing its grade, will either leave a sufficient space between the foot of its said embankment and the west and south sides of said Towhead Island, for the free passage of wagons and teams, or will extend the surface of said Towhead Island between the foot of its said embankment and said south and west sides of said Island, to provide a suitable way for the passage of wagons and teams.

6th. That the said party of the second part will grant unto said party of the first part a right of way for a convenient wagon road for the public travel, on one side or the other of its said embankment, to be selected by the said party of the first part, on the island north of said Towhead Island, from its said river bridge to said Towhead Island, and the right to approach and connect with said bridge or bridge road. Said wagon road is to be constructed by the said party of the first part, at its sole cost and expense, and is not to exceed thirty (30) feet in width on its top surface, the same to have the ordinary or natural slope, and not to exceed a height of three (3) feet above high water, except where necessary to connect with said bridge or bridge road.

That said party of the second part will, in constructing its said embankment on said Towhead Island, so construct the same as to protect from injury the boat house of the North Side Boat Club, now thereon.

7th. That the grant of the right of way on said Towhead Island shall be made in such a way that the said party of the first part shall and will retain all riparian rights on said Towhead Island, including the right to all accretions; and that said grant shall be conditioned upon the performance by the said party of the second part of the covenants and agreements herein contained, binding on the said party of the second part.

8th. That the party of the second part will grant and convey, by deed, unto the said party of the first part, the road or street now in use by the public from near the intersection of Elm and Olive streets, north to and across the railroad tracks near the foot of Lind Street, to Front Street, which road has been used by the public about fifteen years last past, or will grant and convey, by deed, unto the said party of the first part, in lieu thereof, some other road or street equally as satisfactory to the City Council of said City of Quincy, running from said intersection to said Front Street. It is, however, understood that the party of the second part may in such deed reserve the right to cross the road, by it to be granted as aforesaid, with the railroad tracks, side tracks, and switches now crossing the same, and the right to construct a viaduct across the same, for the purpose of constructing, maintaining, and operating its railroad tracks thereon; said viaduct, however, to be constructed at such a height as is customary for viaducts crossing public streets, and at such a height as will permit the passage of loaded teams thereunder.

9th. Said party of the second part further agrees that the tolls which it will charge for passage over said wagon bridge shall at all times be reasonable, and shall not be in excess of the following schedule of rates:

Each foot passenger or bicycle rider	5 cents
Hog or Sheep	5 cents
Head of loose cattle or horses	10 cents
Vehicle drawn by one animal	25 cents
Same price for round trip same day.	
Double team	40 cents
Same price for round trip same day.	
Three horse team	50 cents
Same price for round trip same day.	
Wagon drawn by four horses, mules or oxen	60 cents
Same price for round trip same day.	

10th. Said party of the second part further agrees that it will grant unto any other railroad company or companies, at any time desiring to come into or pass out of said City of Quincy, the right of connecting with, and of passing over and using and operating cars and engines on, some one of the tracks of the party of the second part, now laid or hereafter to be laid, in what is known as Front Street, in said City of Quincy, from the north line of the intersection of Front Street with Elm Street extended, to the North line of the intersection of Front Street with Broadway, in said City; such track to be substantially on the grade of the tracks now there

existing, and to be in such a place and at such a grade as will permit the passage onto the same from a railroad track laid on the established grade in Front Street, south of said Broadway Street; it being expressly understood, however, that said Company or companies so desiring to use such track shall pay to said party of the second part a reasonable compensation therefor.

11th. Said party of the second part further agrees that all the work herein provided for, to be done by said party of the second part, including the building of said wagon bridge, and of said freight and passenger depots, shall be commenced as soon as possible, and prosecuted to a conclusion with diligence and vigor.

In Witness Whereof, the said party of the first part has caused these presents to be executed by its Mayor and City Clerk, and has caused its corporate seal to be here unto affixed; and the said party of the second part has caused these presents to be executed, for and on its behalf, by C. E. Perkins, its President, and H. W. Weiss, its Assistant Secretary, and has also caused its corporate seal to be hereunto affixed.

Executed, in duplicate, the day and year first above written.

City of Quincy

[SEAL] *By* JOHN A. STEINBACH, *Mayor.*

City of Quincy HORACE J. FARRAR, *City Clerk.*

The Chicago, Burlington and Quincy Railroad Company.

[SEAL] *By* C. E. PERKINS, *President.*

Attest:

H. W. WEISS, *Assistant Secretary.*

Form approved, May 17, '98:

J. W. BLYTHE.

ORDINANCE, April 4, 1898, City of Quincy, Illinois.

An ordinance vacating Front Street between the North Line of Broadway and a line parallel with and fifty feet South of the South line of Oak Street, Olive Street between the North Line of Broadway and the South Line of Vine Street, Spring Street between the West line of Second Street and the Quincy Bay and Oak Street between the West Line of Second Street and the West Line of Olive Street all in Pease's addition to the City of Quincy, Illinois.

Whereas, it is deemed for the best interests of the City of Quincy, and of the inhabitants thereof, and of the public, that the following described portions of certain streets in said city be vacated and no longer maintained at the public expense for the purpose of public travel and use; therefore,

Section 1. Be it ordained by the City Council of the City of Quincy, that Front Street between the North Line of Broadway and a line parallel with and fifty feet South of the South Line of Oak Street, Olive Street between the North Line of Broadway and the South Line of Vine Street, Spring Street between the West Line of Second Street and the Quincy Bay and Oak Street between the West Line of Second Street and the West Line

of Olive Street, all in Pease's addition to the City of Quincy, Illinois, be and are hereby vacated and abolished.

Section 2. This ordinance shall take effect from and after its passage.

DEED, December 1, 1903 The Quincy Rail Road Bridge Company to Chicago, Burlington & Quincy Railroad Company.

Indenture, Made this first day of December, A. D. 1903, by and between the Quincy Railroad Bridge Company, a consolidated corporation, created, organized, and existing under and by virtue of the laws of the States of Illinois and Missouri, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation created, organized, and existing under and by virtue of the laws of the State of Illinois, party of the second part, Witnesseth: That,

Whereas, The first party, being thereunto duly authorized by law, is the owner of a certain railroad and railroad bridge over and across the Mississippi River, at Quincy, Illinois, between the States of Illinois and Missouri, all as hereinafter described; and,

Whereas, The railroads of the parties hereto connect, and make a continuous railroad; and,

Whereas, The second party is now in possession of and operating the said railroad and bridge of the first party, in connection with its own railroad, under a lease for more than twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to its railroad and bridge, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of each of the said companies, in manner and form as required by law:

Now Therefore, This Indenture Witnessth: That the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign, and transfer, to the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its iron railroad bridge and railroad on and over the Quincy Bay, so called and on and over the Mississippi River, and on and over the Island separating the said Quincy Bay from the said Mississippi River, as the said bridge and railroad exist, and extend from the east bank of the said Quincy Bay, at and from the city of Quincy, in the State of Illinois, across said Bay, Island, and River, to the town or village of West Quincy, on the west bank of the Mississippi River, in the State of Missouri, including all the foundations, masonary, abutments, piers, draws, iron and other materials composing said bridge, and also including the railroad track on and over the said bridge and Island, with the embankments, culverts, structures, superstructures, iron and steel rails, and other materials composing the same; and also all the railroad or roads of the said party of the first part, which extend from the east and west abutments of said bridge, and connect the said bridge and the tracks

thereon, with the railroad tracks and railroad of the said Chicago, Burlington & Quincy Railroad Company, in the State of Illinois, and with the railroad tracks and railroad of the said Chicago, Burlington & Quincy Railroad Company, formerly the Hannibal & St. Joseph Railroad Company, in the State of Missouri, with all the embankments, superstructure, iron, rails, and other materials or things composing said connecting roads, together with all the fixtures and appurtenances to said railroads and bridge belonging, and all the tolls, rents, and income to be had, levied, or derived from the said described premises and the using thereof; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by said first party or hereafter to be acquired by it, whether appurtenant to the railroad and premises aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will use, maintain, and operate the said bridge, railroad, and above described premises, or cause the same to be used, maintained, and operated, in such manner as to furnish reasonable accommodations to the public; and will assume and discharge all contracts, debts, liabilities, and obligations of whatsoever kind, of the said first party, relating to said railroad and property, as they may severally mature; and that it will pay to the stockholders of said first party one hundred and seventy-five (175) dollars for each share of their said stock, upon the presentation and surrender of the certificates therefor.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

QUINCY RAILROAD BRIDGE COMPANY,
[Seal] By WILLIAM ENDICOTT, President.
Attest: A. G. Stanwood, Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[Seal] By GEO. B. HARRIS, President.
Attest: T. S. Howland, Secretary.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK, }

On this 20th day of January, A. D. 1904, before me appeared William Endicott, to me personally known, who, being by me duly sworn, did say that he is the President of the Quincy Railroad Bridge Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said William Endicott acknowledged said instrument to be the free act and deed of said corporation.

My commission expires June 4th, 1909.

[Seal]

WILLIAM R. CURTIS
Notary Public in and for said County and State.

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 14th day of January, A. D. 1904, before me appeared George B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

My commission expires January 23d, 1905.

[Seal] HERBERT HAASE,
Notary Public in and for said County and State.

Recorded in Adams County, Illinois February 29th, 1904 Vol. 3, Page 246.

Recorded in Marion County, Missouri February 13th, 1904. Book 177. Pages 26-27.

SUPPLEMENTAL AGREEMENT, November 16, 1920, City of Quincy, Illinois and Chicago, Burlington & Quincy Railroad Company.

Supplemental Agreement, Made and entered into this 16th day of November, 1920, by and between the City of Quincy, a municipal corporation, created and existing under the laws of the State of Illinois, as party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation, created and existing under and by virtue of the laws of the State of Illinois, as party of the second part;

Whereas, the said above named parties did enter into a certain agreement in writing, dated the 4th day of April, 1898, relating, among other things, to the construction and maintenance by the party of the second part of a railroad bridge and wagon bridge to be connected therewith, across the Mississippi River at Quincy, Illinois; and,

Whereas, in the 9th paragraph of said contract dated April 4th, 1898, a certain schedule of rates was set forth covering tolls to be charged by said party of the second part for passage over said wagon bridge, and the parties to said contract and hereto now desire to change said schedule of rates and to amend said 9th paragraph of said contract dated April 4th, 1898, accordingly:

Now, Therefore, in consideration of the premises and of the mutual desire and agreements of the parties hereto, it is agreed as follows:

(1) That portion of the 9th paragraph of said contract dated April 4th, 1898, which provides for the toll to be charged for the passage over the wagon bridge of vehicles drawn by one animal, and vehicles drawn by two animals, shall be amended to read as follows:

For each vehicle drawn by one animal, including persons occupying same, one way.....20¢
Same, for round trip.....40¢
For each vehicle drawn by two animals, including persons occupying same, one way.....25¢
Same, for round trip.....50¢

(2) The said contract dated April 4th, 1898, shall not be affected by this supplemental agreement except to the extent that the 9th paragraph thereof is herein modified.

In Witness Whereof, the parties hereto have executed this supplemental agreement the day and year first above written.

[SEAL] City of Quincy
By PHILIP J. O'BRIEN, *Mayor.*
Chicago, Burlington & Quincy Railroad Company,
By C. E. SPENS, *V. P.*

Attest:
DUKE SCHROER, *Clerk.*

Form Approved:
THOS. J. LAWLESS, *Attorney.*

RESOLUTION November 15, 1920 City of Quincy, Illinois

Whereas, Heretofore the City of Quincy, and the Chicago, Burlington & Quincy Railroad Company entered into a certain agreement in writing, dated the fourth day of April 1898, relating, among other things to the construction and maintenance by the said Chicago, Burlington & Quincy Railroad Company of a railroad bridge and wagon bridge to be connected therewith, across the Mississippi River, at Quincy, Illinois, and

Whereas, In the ninth paragraph of said contract, a certain schedule of rates was set forth, covering tolls to be charged by said Chicago, Burlington & Quincy Railroad Company for passage over said wagon bridge; and whereas, said schedule of rates as to vehicles drawn by one animal and as to vehicles drawn by two animals, provided the same tolls for one way and for a round trip the same day, and made no provision for the carriage of persons in such vehicles; and

Whereas, The parties to said contract now desire to change such schedule of rates and to amend and modify that portion of said ninth paragraph of said contract which provides for the tolls to be charged for the passage over the wagon bridge of vehicles drawn by one animal and vehicles drawn by two animals, so that the same shall read as follows:

For each vehicle drawn by one animal, including persons occupying same, one way.....20¢
Same, for round trip.....40¢
For each vehicle drawn by two animals, including persons occupying same, one way.....25¢
Same, for round trip.....50¢

And Whereas, The parties hereto have agreed upon such amendment and modification of said paragraph of said contract and drafted a supplemental agreement in such behalf, a copy of which is hereto attached; and

Whereas, It is to the best interest of the City of Quincy and its inhabitants that said paragraph be modified in the manner stated, and that said supplemental agreement be executed; therefore be it

Resolved, That the proposed amendment and modification of paragraph nine of the contract between the City of Quincy, and the Chicago, Burlington & Quincy Railroad Company, above referred to, be and the same is hereby approved; and

Resolved Further, That the supplemental agreement between the City of Quincy, and the Chicago, Burlington & Quincy Railroad Company, draft of which is hereto attached, providing for the amendment and modification of said paragraph nine of said contract of April 4, 1898, be and the same is hereby approved; and that the said supplemental contract be executed in the name of said City of Quincy, by the Mayor of said City, and attested by the City Clerk of said City, and the Corporate Seal of said City of Quincy affixed.

STATE OF ILLINOIS, }
COUNTY OF ADAMS, } ss.
CITY OF QUINCY. }

I, Duke Schroer, City Clerk of said City of Quincy, in the County of Adams and State of Illinois, do hereby certify that the foregoing and hereunto attached resolution is a true and correct copy of a resolution adopted at a regular meeting of the City Council of said City, held on November 15, 1920.

I further certify that the original resolution, of which the foregoing is a true copy, is in my possession as City Clerk of said City.

Witness my hand and the corporate seal of said City of Quincy this 11th day of December, A. D. 1920.

[SEAL]

DUKE SCHROER,
City Clerk as aforesaid.

OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY

This Company was incorporated by a Special Act of the Illinois Legislature in force August 22, 1852, and was authorized to build from Ottawa northerly to Elgin, and also from Ottawa southerly to Bloomington and beyond. It was built from Streator north to a connection with the C. B. & Q. road near Montgomery, a distance of 67.53 miles, and from a point on the C. B. & Q. near Aurora known as "Geneva Switch," northerly to West Batavia and to Geneva, a distance of 9.46 miles. That portion of the road between Geneva and West Batavia (2.16 miles) was abandoned in June, 1907.

A short southwesterly extension was built in the name of the Company, from Streator to Wenona (about 13 miles) in October, 1867, but the C. B. & Q. has never been interested in any part of the line south of Streator. Considerable work on the line north of Streator was done prior to 1869, and actual construction was undertaken in that year. The road was completed and opened for traffic to Geneva in the spring of 1871.

The original construction contract was made with one Oliver Young, of date January 20, 1869, who had assigned it to C. H. Force & Company, who in turn contracted with James F. Joy, acting for the C. B. & Q.

Legislation had been secured in Illinois, authorizing towns and cities to vote bonds in aid of railroads, and it was part of Young's contract that the Company would secure a right of way and raise $650,000 in local aid, a large part of which was done.

Force & Company agreed that the Ottawa & Oswego Company would execute a new Mortgage for $1,260,000 to secure bonds of $18,000 per mile, which Joy agreed to negotiate at eighty cents on the dollar, and thus provided means for building the road, which it was agreed the C. B. & Q. would then lease in perpetuity, and as rental would set aside forty per cent of the gross earnings with which to purchase bonds issued under the Mortgage.

The laws providing for bond issues were declared invalid, and many complications arose, all of which are fully recited in memoranda in the office of the Secretary of the C. B. & Q.

The C. B. & Q. took a lease of the road of date August 20, 1870, and a supplemental lease dated June 30, 1876.

Of date June 1, 1899, the Company made a deed in fee simple to the Burlington Company of its road and franchises, in consideration that the latter company would equip, maintain and operate the road, and pay the taxes and assume the indebtedness and issue one share of its own stock for every fifteen shares of the stock of the Ottawa Company.

ACT OF LEGISLATURE

Approved June 21, 1852.

AN ACT to incorporate the Ottawa, Oswego and Fox River Valley Railroad Company.

In force Aug. 22, 1852.

SECTION I. *Be it enacted by the People of the State of Ilinois, represented in the General Assembly*, That M. C. Town, George Harvey, William C. Kimball, Orsemas Wilson, Daniel S. Gray, of the county of Kane; Lewis B. Judson, Nathaniel Rising, William Noble Davis, Samuel Jackson, Samuel Roberts, John L. Clark and Johnson Mesner, of the county of Kendall; Robert Rowe, William L. F. Jones, William Sly, Daniel Blake, David Greene, George E. Walker, Theophilus L. Dickey, William H. W. Cushman, J. G. Nallinger, John Palmer, George H. Norris, of the county of La Salle, and their associates, successors and assigns, are hereby created a body corporate and politic, under the name and style of the "Ottawa, Oswego and Fox River Valley Railroad company," for the term of eighty years; and by that name may be and are hereby made capable, in law and in equity, to sue and be sued, plead and be impleaded, defend and be defended, in any court of law and equity in this State, or in any other place; to make, have and use a common seal, and the same to renew and alter at pleasure, and shall be and are hereby vested with all the powers, privileges and immunities which are or may be necessary to carry into effect the purpose and objects of this act, as hereinafter set forth; and the said company are hereby authorized and empowered to locate, construct and finally complete a railroad from the town of Ottawa, in La Salle county, to the town of Elgin, in Kane county, by way of the village of Oswego, in Kendall county, running along the Fox river valley, by the most direct and eligible route, having due regard to the interests of the town and village on and near to Fox river, and also from the said town of Ottawa, running in a southerly direction to any point on any railroad running northerly from Bloomington, in McLean county, or to any point on

the Alton and Sangamon Railroad, or both: *Provided,* in case the name of the said Alton and Sangamon Railroad Company shall be changed, the new name shall apply to the provisions of this bill, and the name of said Alton and Sangamon Railroad Company as changed shall be considered and held to be its name, under the provisions of this act, and for this purpose said company are authorized, upon the most eligible and direct route, to lay out their said railroad wide enough for a single or a double track through the whole length, and for the purpose of cutting embankments, stone, and gravel, may take as much more land as may be necessary for the proper construction of and security of said railroad.

§ 2. The capital stock of said company shall consist of one million of dollars, and may be increased to two million of dollars, to be divided into shares of one hundred dollars each. The immediate government and direction of said company shall be vested in eleven directors, who shall be chosen by the stockholders of said company, in the manner hereinafter provided, who shall hold their offices for one year after their election, and until others shall be duly elected and qualified to take their place as directors; and the said directors, a majority of whom shall form a quorum for the transaction of business, shall elect one of their number to be the president of the company; that said board of directors shall have power to appoint all necessary clerks, secretary and other officers necessary in the transaction of the business of said company.

§ 3. The said corporation is hereby authorized, by their agents, surveyors and engineers, to cause such examination and surveys to be made of the ground and country between the said several points and places hereinbefore indicated, as shall be necessary to determine the most advantageous route for the proper line or course wherein to construct their said railroad, and it shall be lawful for said company to enter upon and take possession of and use all such lands and real estate as may be necessary for the construction and maintenance of their said railroad: *Provided,* that all lands or real estate entered upon or taken possession of and used by said corporation, for the purposes and accommodations of said railroad, or upon which the site for said railroad shall have been located or determined by the said corporation, shall be paid for by said company, in damages, if any be sustained by the owner or owners thereof, by the use of the same for the purposes of said railroad; and all the lands entered upon and taken for the use of said corporation which are not donated to said company, shall be paid for by said corporation at such price as may be mutually agreed upon by the said corporation and the owner or owners of such land; and in case of disagreement the price shall be estimated, fixed and recovered, in the manner provided for taking lands for the construction of public roads, canals or other public works, as provided by the act concerning right of way, approved March 3, 1845.

§ 4. If any person shall willfully, maliciously or wantonly, and contrary to law, obstruct the pasage of any car on said railroad, or any part thereof, or anything belonging thereto, or shall damage, break or destroy any part of said railroad, or implements or buildings, he, she or they, or any

person assisting, shall forfeit and pay to said company, for every such offense, treble the amount of damages that shall be proved, before any competent court, shall have been sustained and been sued for in the name and in behalf of said company; and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment, in the same manner as other indictments are found; in any county or counties where such offense shall have been committed, and upon conviction, every such offender shall be liable to a fine not exceeding five thousand dollars, for the use of the county where such indictments may be found.

§ 5. The time of holding the annual meetings of said company, for the election of the directors, shall be fixed and determined by the by-laws of said company, and at all meetings each stockholder shall be entitled to a vote, in person or by lawful proxy, one vote for each share of stock he, she or they may hold, *bona fide*, in said company.

§ 6. The persons named in the first section of this act are hereby appointed commissioners, who, or a majority of whom, are hereby authorized to open subscription books for said stock, at such places as they may deem proper, and shall keep said books opened until at least the sum of fifty thousand dollars of said capital stock shall be taken. Said commissioners shall require each subscriber to pay two dollars on each share subscribed, at the time of subscribing. When such amount shall have been subscribed, the said commissioners shall call a meeting of the stockholders, by giving thirty days' notice, in some newspaper in the said town of Ottawa, in La Salle county, and at such meeting it shall be lawful to elect the directors of said company, and when the directors of said company are chosen the said commissioners shall deliver said subscription book, with all sums of money received by them as commissioners, to said directors. No person shall be a director in said company except he be a stockholder.

§ 7. That the right of way and the real estate purchased for the right of way by said company, whether by mutual agreement or otherwise, or which shall become the property of the company by operation of law, as in this act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said lands, as a compensation for the same, become the property of said company, in fee simple.

§ 8. The said corporation may take and transport upon said railroad any person or persons, merchandise or other property, by the force and power of steam or animals, or any combination of them, and may fix, establish, take and receive such rates of toll for all passengers and property transported upon the same, as the said directors shall from time to time establish; and the directors are hereby empowered and authorized to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes, and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, which is hereby declared personal property, and transferable in such a manner as shall be provided by the by-laws and ordinances of said company.

§ 9. The directors of said company, after the same is organized, shall have power to open books in the manner prescribed in the sixth section of this act, to fill up the balance of the capital stock, or any part thereof, and the amount the aforesaid company is authorized to increase the capital stock to, by the second section of this act, at such time as they may deem it for the interest of said company, and all the installments required to be paid in the stock originally to be taken, and what may be taken to increase said capital, shall be paid at such times and in such sums as said directors may prescribe.

§ 10. In case of the death, resignation or removal of the president, vice president, or any director, at any time between the annual elections, such vacancy may be filled for the remainder of the year, whenever they may happen, by the board of directors; and in case of the absence of the president, and vice president, the board of directors shall have power to appoint a president *pro tempore*, who shall have and exercise such powers and functions as the by-laws of said corporation may provide. In case it should at any time happen that an election shall not be made on any day on which, in pursuance of this act, it ought to have been made, the said corporation shall not, for that cause, be deemed dissolved, but such election shall be held at any other time directed by the by-laws of said corporation.

§ 11. That when the lands of any *femmes covert*, persons under age, *non compos mentis*, or out of the State, shall be taken in the construction of said railroad, as is provided by this act, the said corporation shall pay the amount that shall be awarded as due to the said last mentioned owners, respectively, whenever the same shall be lawfully demanded, together with six per cent. per annum. That to ascertain the amount to be paid to the persons in this section, for lands taken for the use of said corporation, it shall be the duty of the circuit judge of the court of the counties through which said railroad passes, upon notice given to him by the said corporation, to appoint three commissioners, to be persons not interested in the matters to be determined by them, to determine the damages which the owner or owners of the land or real estate so entered upon by the said corporation, has or have sustained by the occupation of the same; and it shall be the duty of said commissioners, or a majority of them, to deliver to said corporation a written statement of the award or awards they shall make, with a description of the lands or real estate appraised, to be recorded by the said corporation in the clerk's office of the county in which the land or real estate so appraised shall be, and then the said corporation shall be deemed to be seized and possessed of the fee simple of all such lands or real estate as shall have been approved by the said commissioners.

§ 12. Whenever it shall be necessary, for the construction of said railroad, to intersect or cross a track of any other railroad, or any stream of water or water course, or road or highway, lying in the route of said road, it shall be lawful for the company to construct their railroad across or upon the same: *Provided*, that the said company shall restore the railroad, stream of water, water course, road or highway thus intersected or

crossed, to its former state, or in a sufficient manner not materially to impair its usefulness.

§ 13. Said company shall have the power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed in this State, upon such terms as may be mutually agreed between the companies so connecting, and for the purpose full power is hereby given to said company to make and execute such contracts with any other company, as will secure the objects of such connection, and the said corporation shall have power to consolidate its stock with any other railroad company.

§ 14. Said company is hereby authorized, from time to time, to borrow such sum or sums of money as may be necessary for completing and finishing or operating their said railroad, and to issue and dispose of their bonds in denominations of not less than five hundred dollars, for any amount so borrowed, and to mortgage their corporate property or franchises, or convey the same by deed of trust to secure the payment of any debt contracted by the said company, for the purposes aforesaid. And the said directors of said company may confer on any bondholder of any bond issued for money borrowed, the right to convert the principal due or owing thereon into stock of said company, at any time not exceeding ten years from the date of the bond, under such regulations as the directors of said company may see fit to adopt.

§ 15. The width of said railroad to be determined by the said corporation within the limits prescribed by the first section of this act, and they are hereby authorized to commence work on any point of said railroad that may be considered most expedient.

§ 16. This act shall be in force the period of eighty years, and said company shall commence said work within four years, and complete the same within twelve years from the passage of this act.

§ 17. This act shall be deemed and taken as a public act, and shall be construed beneficially for all purposes herein set forth.

APPROVED June 21, 1852.

Private Laws Illinois 1852, *2nd Session Page* 56.

ACT OF LEGISLATURE

Approved February 28, 1854.

AN ACT to amend an act entitled "An act to charter the Ottawa, Oswego and Fox River Valley Railroad Company."

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the charter of the Ottawa, Oswego and Fox River Valley Railroad Company be and the same is hereby so amended as to authorize the said company to construct a railroad, under the provisions of their said charter, from such point westerly from Oswego, as the said company shall deem most advantageous, within the limits of the county of Kendall, through and by the village of Oswego, and the village of Naperville to Chicago.

§ 2. Said company shall have power to connect, on just terms, with any other railroad which its line may approach, having similar termini, and any railroad which the said line may cross.

§ 3. This act shall take effect from and after its passage.

APPROVED February 28, 1854.

Private Laws Illinois 1854 *Page* 158.

ACT OF LEGISLATURE

Approved February 13, 1857.

AN ACT to amend an act entitled "An Act to incorporate the Ottawa, Oswego and Fox River Valley Railroad Company."

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That so much of the act entitled "An Act to incorporate the Ottawa, Oswego and Fox River Railroad Company," in force August 22d, 1852, as requires said company to commence their work within four years and to complete the same within twelve years, be and the same is hereby repealed, and that the organization of the company heretofore effected under the same, and the rights, powers and privileges conferred upon them by said act and the act amendatory thereof, in force February 28, 1854, shall not be in anywise affected by reason of their not commencing their work within four years from the passage of said act, but shall remain in full force the same as if no such limitation had been inserted in said act.

§ 2. This act shall be held to be a public act, and shall be in force from and after its passage.

APPROVED February 13, 1857.

Private Laws Illinois 1857 *Page* 578.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to amend an act entitled "An Act to charter the Ottawa, Oswego and Fox River Valley Railroad Company."

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the charter of the Ottawa, Oswego and Fox River Valley Railroad Company be and the same is hereby so amended as to require the said company to terminate their railroad within the corporate limits of the town of Wenona, on the Illinois Central Railroad.

APPROVED February 16, 1865.

Private Laws Illinois 1865 *Vol.* 2 *Page* 192.

ACT OF LEGISLATURE

Approved March 8, 1867.

AN ACT to amend "An Act to incorporate the Ottawa and Oswego Fox River Valley Railroad Company," approved June 21, 1852.

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the charter of said company be and is hereby so amended as to fully authorize and empower said company to terminate the said road at any point south on the Illinois Central Railroad, or the Chicago, Alton and St. Louis Railroad, and shall have all the rights and powers in relation to such extension as are now conferred by law on said company; and all acts or parts of acts in conflict with this act are hereby repealed.

§ 2. This act shall be deemed a public act, and take effect from and after its passage.

APPROVED March 8, 1867.

Private Laws Illinois 1867 *Vol.* 2 *Page* 621.

ACT OF LEGISLATURE

Approved March 27, 1869.

AN ACT to amend an act entitled "An Act to incorporate the Ottawa, Oswego and Fox River Valley Railroad Company."

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the charter of the Ottawa, Oswego and Fox River Valley Railroad be and the same is hereby so amended as to authorize said company to build its road from the town of Wenona, in the county of Marshall, in a southwesterly direction through the counties of Marshall, Woolford and Tazewell, to the city of Peoria, in the county of Peoria.

§ 2. That the city, county, town or township near to or through which said railroad is now or may hereafter be located, is hereby authorized to subscribe to the capital stock of said railroad, upon the terms and conditions prescribed in an act entitled "An Act to authorize certain cities, counties, towns and townships to subscribe to the capital stock [of] certain railroads," in force February 18, 1857.

§ 3. This act shall be deemed a public act, and be in force from and after its passage.

APPROVED March 27, 1869.

Private Laws Illinois 1869 *Vol.* 3 *Page* 329.

ACT OF LEGISLATURE

Approved March 27, 1869.

AN ACT to amend an act entitled "An Act to incorporate the Ottawa, Oswego and Fox River Valley Railroad Company."

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the charter of the Ottawa, Oswego

and Fox River Valley Railroad Company be and the same is hereby so amended as to authorize said company to build its road from Streator in LaSalle county, eastward to the Chicago branch of the Illinois Central Railroad, and westward from Wenona, in Marshall county, to such a point on the Mississippi river as said company may hereafter elect.

§ 2. This act shall be deemed a public act, and be in force from and after its passage.

APPROVED March 27, 1869.

Private Laws Illinois 1869 *Vol.* 3 *Page* 329.

ACT OF LEGISLATURE

Approved April 14, 1869.

AN ACT to authorize certain cities and counties to indorse railroad bonds, in force April 14, 1869.

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the city of Ottawa, in the county of LaSalle, the city of Aurora, in the county of Kane, to the county of Kendall and the county of Kane, may, by their proper authorities, indorse the first mortgage bonds of the Ottawa, Oswego and Fox River Valley Railroad Company, in sums as follows, to wit: The city of Ottawa, for $100,000; the city of Aurora, for $100,000; the county of Kane for $200,000, and the county of Kendall for $150,000: *Provided*, the majority of the legal voters voting in the cities and counties aforesaid shall vote in favor of such indorsement, as hereinafter provided.

§ 2. Upon the petition of fifty legal voters of either of the cities or counties named in the first section of this act, specifying the amount of bonds to be indorsed, it shall be the duty of the clerk of such city or county to call an election, in the same manner as other city or county elections are called, for the purpose of determining whether the said city or county will indorse said railroad bonds; notices of which election shall be given at least thirty days before holding the same. If a majority of said voters shall be for indorsement, then the board of supervisors, having jurisdiction over county matters in said county, or the corporate authorities of said city, shall cause such indorsement to be made guaranteeing the payment of interest and principal of said bonds. The corporate authorities having indorsed said bonds, the chairman of the board of supervisors and the mayor of said city shall be, *ex-officio*, directors of said railroad company, and shall have the same voice in the management of the affairs of said railroad company as other directors.

§ 3. From and after the indorsement of said bonds by the proper authorities, they will be entitled to cast one vote for the election of directors of said company for every $100 of bonds they may indorse, as provided in the second section of this act.

§4. At the time of the indorsement of said bonds, the proper authorities shall cause to be entered upon their records the date, number and amount

of each amount of each bond, the rate of interest, when and where payable The ballots shall be printed or written "for indorsement," or "against indorsement."

§ 5. This act shall be in force from and after its passage.

APPROVED April 14, 1869.

Private Laws Illinois 1869, Vol. 3 Page 363

ACT OF LEGISLATURE

In force April 20, 1869.

AN ACT to amend an act entitled "An Act authorizing certain cities, counties, towns and townships to subscribe to the stock of certain rail roads," in force February 18, 1857.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That in addition to the cities, counties, towns and townships authorized by the said act to which this is an amendment, to subscribe to the capital stock of the Ottawa, Oswego and Fox River Valley Railroad, the following portions of cities, counties, towns and townships be and are hereby authorized to subscribe to the capital stock of said Ottawa, Oswego and Fox River Valley Railroad, in manner as provided in said act, except as hereinafter provided. The east half of the town of Farm Ridge, the west half of the town of Grand Rapids, both in the county of La Salle; all that portion of the town of Rutland, in said county, lying in township thirty-four north, range four east of the third principal meridian; all that portion of the town of Seneca, in said county, described as follows, viz: the east half of township thirty-five north, range four east of third principal meridian, together with all that portion of said town of Seneca lying in township thirty-five north, range five east of third principal meridian; all that portion of the town of Mission, lying north of the north line of section twenty-five, twenty-six, twenty-seven, twenty-eight and twenty-nine, in township thirty-five north, range five east of the third principal meridian; all that portion of the town of Aurora, in the county of Kane, lying west of the east channel of Fox river; all that portion of the town of Batavia, in said county of Kane, lying west of the east channel of Fox river; all that portion of said town of Aurora lying east of the east channel of Fox river; all that portion of said town of Batavia lying east of the east channel of Fox river.

§ 2. Upon the application of any fifty voters, residing in any of said portions of said cities, counties, towns or townships, specifying the amount to be subscribed and the terms of subscription, it shall be the duty of the clerk of the city, county, town or township, of which the said portions so applying form a part, to call an election of the legal voters of said portion of city, county, town or township, in like manner as is provided in the act to which this is an amendment: *Provided,* that at least thirty days' notice of such election shall be given prior to holding the same.

§ 3. It shall be the duty of the proper authorities of any of said cities, counties, towns and townships, upon a vote being carried "for subscription," as provided by the act aforesaid, by the legal voters of any of the said portions of cities, counties, towns or townships, for the amount voted for, to deliver the same to said railroad company, at par, for its stock; to make all necessary arrangements for the prompt payment of the same, principal and interest, and to levy the necessary taxes therefor upon the particular portion so voting as aforesaid.

§ 4. All bonds issued under this act, and to be hereafter issued under its passage.

§ 5. This act shall be a public act, and shall be in force from and after the act to which this is an amendment, may be issued in sums of from one hundred dollars to one thousand dollars.

IN FORCE April 20, 1869.

Private Laws Illinois 1869, Vol. 3 Page 362

AGREEMENT, January 20, 1869, Oliver Young and Ottawa, Oswego and Fox River Valley Railroad company—Guarantee by W. S. Streator

Articles of agreement made and entered into this 20th day of January 1869 by and between Oliver Young party of the first part and the Ottawa Oswego & Fox River Valley Rail Road Company a Corporation incorporated by the laws of the State of Illinois and having a residence therein party of the second part

Witnesseth, That in consideration of the payments and covenants hereinafter mentioned to be made and performed by by the said party of the second part, the said party of the first part doth hereby covenant and agree with the party of the second part to construct and build in a substantial and workmanlike manner a rail road from Streator in the County of LaSalle to Geneva in the County of Kane in the State of Illinois by way of Ottawa in La Salle County and Oswego in Kendall County upon the line that shall be finally located as the most elligible route for said rail road.

Said rail road to be built and finished as described in the following specifications and to be so far completed as to be ready for running of trains on or before Eighteen Months after the fulfilment by the said Rail Road Company of the condition precedent hereinafter mentioned. The party of the first part agrees to cut away timber and underbrush wherever they occur and to grub trees and stumps by the roots whenever the places in which they are located are to be occupied by embankments.

The said party of the first part are to make the grades and curves of said rail road as easy as possible consistent with a due regard to economy the grades employed in approaching the crossing of the Illinois River in no case to exceed seventy feet to the mile.

The bottom width of all excavations for road beds—the top width of embankments for road bed, and the width of the berm must correspond with

the like measurements of the rail road now built from Wenona to Streator.

The Bridge over the Illinois River at Ottawa and the Bridge over the Fox River wherever they may occur are all to be built upon the plan of Howes patent truss erected and built in an approved manner to be set on first class masonry.

The stone for all kinds of Masonry must be sound and good and laid upon their natural beds.

The mortar used in first class masonry under water is to be made of good quality hydraulic cement mixed with pure sand in proper proportions. The stone for first class Masonry must be laid in regular courses of suitable thickness to insure duribility of the work with an ample supply of headers and in no instance shall a stone have less bed than heighth and the interstices of the wall must be well filled with stone of suitable size laid on their broadest bed, and all of the interstices carefully filled with mortar. The entire road bed and side tracks is to be balasted with gravel and sand or such other material as can be found upon the line of said road to a suitable depth well tamped and firmly imbeded.

All structures requireing masonry excepting the Bridges over the Illinois River & Fox River shall at the option of the party of the first part be built of wood whenever in his judgment the same can be properly done with a view to replacing the same at a future day with masonry.

Ties are to be of Oak red elm Hemlock Tamarack Cherry or Cedar six inches thick flattened on two sides to face not less than six inches two feet six inches apart from center to center.

The Iron must be of an approved pattern straight and free from flaws and of sufficient weight for a good and substantial rail road.

It must be spiked firmly to the ties useing four spikes to each tie with good and suitable wrought iron chairs.

All the necessary road and farm crossings must be at least twelve feet wide on the top and planked between the rails and outside as far as the ties extend and there are to be properly constructed cattle guards made of timber on each side of every public highway also the usual sign board denoting the said road crossing properly inscribed on one side of the rail road at the crossing of public highways.

Good and substantial passenger and freight depots with the necessary offices and out building which may be required for the business of said road with all necessary water tanks suitably protected from frost shall be erected and finished by the party of the first part.

The entire line is to be fenced with a good and sufficient board fence built in a suitable and permanent manner.

All work of whatever kind or nature connected with the construction of the said Rail road must be done in a workmanlike and carefull manner in accordance with the direction of the engineer in charge and his decision shall be final in relation to the execution of the work.

For so as aforesaid building the said rail road by the party of the first the party of the second part agrees to pay to the said party of the first part the sum of thirty three thousand ($33,000.) Dollars pr Mile—Sixteen thousand ($16,000.) Dollars pr Mile to be paid in the 1st Mortgage Bonds

of the said Rail Road and Seventeen thousand ($17,000) dollars pr Mile to be paid in the capital stock of said Rail Road Company said stock and bonds are to be issued held controlled and paid over to the party of the first part in the manner following

The stock is to be issued whenever it shall be from time to time required for delivery to such individuals towns cities townships or counties as have already or may hereafter by vote or subscription elect to take a portion of said stock and the subscriptions to the capital stock of the said Rail Road Company whether in notes or in bonds shall be received by the party of the first part in exchange for the same amount of stock received by him provided and upon the express condition that said subscriptions so far as the same shall consist of the Bonds of any town township city or county shall be deposited with John J. Donaldson, President of the Bank of North America and Henry A. Kent Esq all of the city of New York as trustees with written instructions requiring the said trustees to hold said Bonds until the same shall be required for negotiation for the purpose of expending the proceeds in prosecuting the work of constructing said rail road and it is further agreed that the individual subscriptions now made or which may hereafter be made to the capital stock of said rail road Company for which the notes of the said individuals may be made shall be deposited with Milton H. Swift Esq Pres 1st Nat Bank Ottawa as trustees with written instructions binding said trustees to hold said notes until they can be negotiated or used in payment for labor or materials required in the construction of the said rail road and whenever bonds of towns cities townships or counties so subscribing to the said stock shall be delivered to the trustees as aforesaid then the stock of the said Rail Road shall be issued and delivered as payment on this contract and the same stock shall be exchanged for the aforesaid subscriptions Bonds by the party of the first part.

It is further agreed between the parties to this contract that in like manner whenever the notes of individual subscribers shall have been well & truly paid then the stock shall be issued to the party of the first part and by him delivered to the parties who have given and paid their subscription notes.

It is further agreed by the parties to this contract that whenever the capital stock of the said rail road Company shall be from time to time required for exchange for the aforesaid subscriptions of every kind a further and equal amount of the said capital stock shall be issued and delivered to the party of the first part by the party of the second part.

The party of the second part further agrees with the party of the first part to obtain and deliver to the trustees as aforesaid the full sum of six hundred and fifty thousand dollars of good reliable subscriptions to the capital stock of Said Rail Road Company by individuals towns townships cities and counties.

And the party of the second part also agrees to obtain the right of way entire from Streator to Geneva of sufficient width for a road bed and for all needed switches & turn outs depot-grounds spoil banks and gravel beds that may be required for the proper construction of said rail road.

The party of the second part also agrees with the the party of the first part to issue the Bonds of the said Rail Road as herein before provided and required for the payment to be made to the said party of the first part and to deposit the same with John J. Donaldson Esq President of the Bank of North America and Henry A. Kent Esq all of the city of New York as trustees with written instructions to hold the same until they shall be required for negotiation for money or iron to be used in the construction of the said rail road Said instructions to be signed by the President & Secretary of the said Rail Road & the contractor. It is expressly agreed between the parties to this contract that the procuring of the right of way and the obtaining of the full sum of Six Hundred and fifty thousand dollars of good and reliable subscription to the capital stock of the said Ottawa Oswego and Fox River Valley Rail Road Co by individuals towns townships cities and countys and depositing the same together with the Bonds of the said rail road with the trustees as before recited are conditions precedent to be performed by the party of the second part and when so performed the party of the first part agrees to prosecute the work of building the said rail road so as aforesaid contracted to be built to final completion as rapidly as the bonds and subscriptions aforesaid can be negotiated for money or materials, and to be ready for the running of trains within Eighteen months after the conditions precedent above named are complied with and to be fully completed within two years thereafter.

It is further agreed between the parties aforesaid that when the construction of the road above contracted to be built shall be so far completed as to be ready for use it shall be used managed and controlled by the party of the first part and out of the net earnings of the said road the party of the first part agrees to pay

1st The taxes that are assessed on said road

2d The Interest on the Bonds so as aforesaid issued and

3d the balance shall be declared a dividend upon the stock of the said Rail Road Company and paid over to the shareholders thereof.

The above conditions as to the running and controll of the said rail road to remain in force until the completion of the said line from Streator to Geneva or such other termini as may hereafter be agreed upon is effected at which time the said Rail Road is to be delivered over to the said Rail Road Company in good order and the payment of expences taxes and interest and dividends by the party of the first part is then to cease reserving however to said party of the first part or his heirs & assigns the right to use the track of said road so constructed for the transportation of coal for such time as he or his assigns may elect by paying to said party of the second part such an amount for wheelage as one rail road pays another for like services.

In witness whereof the parties hereunto have subscribed their names on the day and year first above written.

[SEAL]

W. BUSHNELL *Pres.*
D. F. CAMERON *Sec.*
OLIVER YOUNG.

For Value received I Worthy S. Streator do hereby guarantee the performance of this contract on the part of Oliver Young.

W. S. STREATOR

In explanation of the location of the above rail road it is hereby agreed further that it shall be built on or near the line surveyed by Robert Wilson through south Ottawa by way of Kestlers and Hitts farmes and crossing through Ottawa on the west side of the side cut and thence by way of Dayton Yorkville Oswego Aurora and Batavia to Geneva.

[SEAL] N. BUSHNELL *Pres.*

D. F. CAMERON *Sec.*

OLIVER YOUNG

W. S. STREATOR

For a valuable consideration received to my full satisfaction of W. H. W. Cushman, C. H. Force & Ralph Plumb Contractors under the name and style of C. H. Force & Co. I hereby assign transfer and set over to the said C. H. Force & Co. all of my right title interest and claim of any and every kind whatsoever to and into a contract entered into between myself as party of the first part, and the Ottawa Oswego and Fox River Valley Rail Road Company party of the second part for the construction of the said Rail Road Company's line of rail road from Streator in LaSalle County to Geneva in Kane County State of Illinois entered into on the 20th day of Jany A. D. 1869, a copy of which contract is hereto attached, and I hereby authorize and empower the said C. H. Force & Co. Contractors to complete the building of said rail road and to receive all benefits arising from the fulfilment of the contract hereby assigned.

Dated this 21st day of October 1870.

{30c Int. Rev. Stamps} OLIVER YOUNG

CONTRACT, July 1, 1870 Ralph Plumb, et al with James F. Joy; also **SUPPLEMENTAL CONTRACT** attached thereto.

This Contract made and entered into this *first day of July* in the year of Our Lord One Thousand Eight Hundred and Seventy (1870) by and between Ralph Plumb, W. H. W. Cushman and C. H. Force of the State of Illinois of the first part and James F. Joy of the city of Detroit and State of Michigan of the second part.

Whereas the "Ottawa, Oswego and Fox River Valley Railroad Company" a corporation duly created and organized by virtue of the laws of the State of Illinois is authorized by said laws to locate and construct a railroad from Streater by way of Ottawa and Oswego to Geneva in said State of Illinois and has already located said railroad and is now proceeding with the construction of the same as herein Stated; and

Whereas the said parties of the first part are the assignees of a certain contract made between Oliver Young and said railroad company bearing date the Twentieth day of January A. D. One Thousand Eight Hundred and Sixty nine (1869) for the construction of the aforesaid railroad from

Streater to Geneva and as such assignees have undertaken to construct and complete the same and have it ready for use at the time, and upon the terms and conditions in said contract specified, and for greater certainty as to the provisions, terms and conditions thereof, reference is hereby made to the same and.

Whereas Stock in said Company has been issued and authorized to be issued to aid in the construction of said railroad to the amount of Seventeen Thousand (17000) Dollars per mile of which————————thousand———— Dollars has been or to be issued and delivered to certain municipalities along the line of the road and to individuals in payment for aid to said in the way of bonds and other securities and the balance thereof being a majority and amounting to ————————thousand———Dollars by the terms of said contract is assigned to and has become the property and is all to be delivered to the said parties of the first part by the provisions of said contract and the assignment thereof on the completion of said railroad in part payment for the construction of the same: and

Whereas the said Company in order to pay the said contractors the balance of the consideration for the construction of said said railroad, did on the first day of July A. D. Eighteen Hundred and Sixty nine (1869) Executed its bonds to the amount of One Million One Hundred and Twenty Thousand (1,120,000.) Dollars in sums of One Thousand (1000) Dollars each bearing date the first day of July A. D. One Thousand Eight Hundred and Sixty nine (1869) having Twenty (20) years to run to Maturity and bearing interest at the rate of Seven (7) per cent per annum and payable Semi-annually; and on the same day did execute and deliver Mortgage or Deed of trust securing said bonds to Milton N. Swift and Edward Eames Trustees therein, which has been duly recorded in the counties through which said railroad runs, all of which said bonds, by the provisions of the aforesaid contract are assigned to and are to become the property of the said parties of the first part upon the completion of said railroad; which bonds were placed in the hands of John J. Donaldson President and Henry A. Kent Vice President of the bank of North America, as Trustees to be delivered by them to the said parties of the first part from time to time as the road should progress, Nine of which said bonds however have yet been sold though Two Hundred Thousand (200,000.) Dollars of the same have been received by the said parties of the first part and pledged at the rate of fifty cents on the dollar to secure the payment of money borrowed by said parties of the first part to enable them to proceed with the construction of the said road under their said contract; nor can said bonds in their present form and in the present state of the money market, be sold at any such rates as will insure the moneys necessary to complete the construction of said road, and

Whereas is has become necessary that some other provisions be made by said parties of the first part to realize the money's upon the securities of said Company in order to proceed with the construction of said road and to do so it is necessary to change the form and character of said securities: and

Whereas no arrangement or provision has been made for the equipment and operation of said railroad when completed and ready for use and no means provided for the purchase of said equipment by the said railroad Company or by said parties of the first part, and the said railroad Company upon the completion of said railroad will have exhausted its means and resourses in the construction of the same and will be wholly unable to procure any rolling stock therefor; and in order that the same may be equipped, maintained and operated in such manner as the requirements of the country through which it passes and the general public demand, it has become necessary to make the arrangements for the equipment, maintenance and operation of said railroad hereinafter stated.

Now therefor this indenture witnesseth that the said parties of the first part for the consideration herein mentioned, hereby stipulate and agree that the said "Ottawa Oswego and Fox River Valley Rail Road Company" Shall forthwith execute and deliver to the said party of the second part its Bonds Bearing date July first A. D. Eighteen Hundred and Seventy (1870) having Thirty (30) years to run to maturity, in sums of One Thousand (1000.) Dollars each, with interest thereon at the rate of Eight (8) per cent, per annum payable Semi annually on the first days of January and July in each year free of Government Tax, with both principal and interest payable at the Banking House of the "Farmers-Loan and Trust Company" in the city of New York or at such other place in said city as the said Company may from time to time designate therefor, to an amount not to exceed Eighteen Thousand (18,000) Dollars per mile, nor in the aggregate more than Twelve Hundred and Sixty Thousand (1,260,000) Dollars and that the said Company are to secure the payment of said bonds by the execution and delivery of a Trust Mortgage of even date therewith to Milton H. Swift and Edward Eames as trustees therein upon its said railroad extending from Streater in the County of LaSalle to Geneva in the County of Kane in the State of Illinois including its right of way, roadbed, superstructures completed and to be completed and other property in any manner appertaining thereto together with the rights, privileges and franchises belonging thereto, and all revenues to be received or delivered therefrom which said Trust Mortgage is to be duly recorded in each of the counties through which said railroad runs; and the said party of the second part for the considerations herein mentioned hereby agree that upon the receipt of the said last mentioned bonds he will he will negotiate the some at the rate of Eighty (80) cents on the dollar and will pay over to the said parties of the first part the proceeds thereof which shall amount to the sum of One Million and Eight Thousand (1,008,000.) Dollars from time to time as the sum may be required for the purpose of retiring the bonds and discharging the Trust Mortgage herein first mentioned and as the same may be needed for the completion of the construction of the said railroad. And the said parties of the first part hereby stipulate and agree that they will with the first proceeds so to be paid to them take up all of the said first mentioned bonds now outstanding, and deliver the same together with all such as have not been negotiated to the said party of the second

part to be cancelled and destroyed, and will also cause the said Trust Mortgage securing the sum to be immediately discharged.

The said parties of the first part to hereby assign and stipulate and agree that they will transfer and deliver to the said second party a majority of the capital stock of said Company and all the capital stock to which they are entitled by virtue of their said construction contract being in amount One Million One Hundred and Ninety Thousand (1,190,000) Dollars less the amount which has been or is to be issued to the said municipalities and individuals in payment of bonds and other aid by said Company as hereinbefore mentioned amounting to————————Dollars and the said parties of the first part further stipulate and agree that no new stock shall be authorized or issued by said Company to any party or for any purpose whatsoever; which said stock so to be assigned to said second party shall be delivered to him as fast as said parties of the first part shall be entitled to receive the same under the said contract with the said Company and the whole thereof on or before the first day of January A. D. One Thousand Eight Hundred & Seventy One (1871). And the said parties of the first part further agree that they will construct and complete the said railroad from Streater to Geneva aforesaid in a good substantial manner in accordance with the provisions, plans and specifications mentioned in their aforesaid contract with the said railroad Company, except the same is not to be fensed by said first parties further than has already been done or maybe necessary in completing the construction thereof, nor is the same to be balasted with sand or gravel by said first parties, as the said construction contract provided, but the said first parties are to surface up said railroad and in all other respects make it a good *first-class* road and have the same ready for use on or before the first day of January A. D. One Thousand Eight Hundred and Seventy One (1871).

And they further agree that the proceeds so to be paid over to them by the said party of the second part or so much thereof as may be necessary for that purpose, shall be applied to the retirement of the said first mentioned bonds and the construction and completion of the aforesaid railroad and for no other purpose whatsoever; and that upon all monies advanced or paid to them from time to time by said party of the second part before the completion of the said railroad they will pay interest thereon to him at the rate of Eight per cent per annum.

And it is mutually agreed that the said second party on the completion of said railroad shall take the rolling stock now on hand and owned by said first parties to wit: Two Locomotives the "Ralph Plumb" and "B. J. Wells", One (1) Second Class passenger car; and One (1) Baggage car; One (1) Box Car and Thirty-five (35) Platform cars; and pay them therefor their value at that time, to be agreed upon by the parties hereto; and in case of failure to agree upon their value, the same shall be determined by appraisement each of the parties hereto selecting one appraisor and the two thus selected, to select a third and the decision of the three thus chosen as to the value of said rolling stock, shall be final and conclusive.

And the said party of the second part for the consideration herein men-

tioned agree to procure the said railroad to be equipped, maintained and operated by the "Chicago Burlington and Quincy Railroad Company" as a branch and part of its own road; and that it shall transport passengers, coal and other freights thereon at the same rates charged from time to time for the transportation of property and persons of like character over like distances on its own road and that for the transportation of coal no more shall be charged per ton per mile than is charged for like distances on the railroad of the "Chicago Burlington and Quincy Railroad Company" and that coal from the various mines on said road shall be loaded and unloaded and transported with all reasonable dispatch; and that it will not charge more for the transportation of coal from Streater to Ottawa than is charged on the Rock Island Road from La Salle to Ottawa; and that it will procure the last mentioned Company to take a lease in perpetuity of the said "Ottawa Oswego and Fox River Valley Railroad" in which and under which the said company shall be bound in perpetuity to equip, maintain and operate the said railroad under the stipulations and in the manner above specified; and that in addition thereto the said "Chicago Burlington and Quincy Railroad Company" shall as rent and in full payment of rent, set aside Forty (40) per cent of the gross earnings on the said demised road and Forty (40) per cent of the gross earnings on its own road accruing from the business going to and coming from the said demised road and pay over annually in the the month of July in each year, the amount thereof to the trustees named in the Deed of Trust securing said bonds, to be applied by them to the purchase of said bonds, whenever the same can be purchased at or less than par and accrued interest; provided that in answer to proposals for the purchase of bonds for any one year, none shall be offered for sale upon said terms the funds provided for the purchase of bonds for that year shall be returned by said Trustees to the "Chicago Burlington and Quincy Railroad Company" its successors and assigns, but the fact that no bonds are offered for sale in any one year, shall not relieve "Chicago Burlington and Quincy Railroad Company" from the obligation to set aside the Forty per cent of gross earnings from said business for the *next* or *any* ensuing year and the said parties of the first part stipulate and agree that they will forthwith cause and procure to be executed and delivered to the said "Chicago Burlington and Quincy Railroad Company" a lease of the said Ottawa Oswego and Fox River Valley Railroad in perpetuity on the terms and containing in substances the provisions herein above stated, which lease has already been prepared, bearing even date herewith and has been examined and agreed upon by the parties hereto, and is ready for execution.

In witness whereof the parties hereto have caused their respective names to be hereunto subscribed and their respective seals to be hereunto attached on the day and year first above written.

RALPH PLUMB [SEAL]
WILL W. H. CUSHMAN [SEAL]
CHAS. H. FORCE [SEAL]
JAMES F. JOY [SEAL]

I, Oliver Young the original contractor with the Ottawa Oswego and Fox River Valley Rail Road Company in consideration of One Dollar paid to me by the above named parties hereby consent to the execution and delivery of the above contract.
Dated Ottawa July 1st A. D. 1870.

OLIVER YOUNG [SEAL]

The parties to the foregoing contract understand that the parties of the first part agree to deliver the Road to the party of the second part free and clean of encumbrance and with the right of way all paid for. And by subsequent arrangement it was agreed that all monies advanced by the second party or the C. B. & Q. Railroad Company shall be refunded by the parties of the first part upon the success or failure of an effort to collect monies due said first parties from the Ottawa Oswego & Fox River Valley Railroad Company.

RALPH PLUMB [SEAL]
WILL H. W. CUSHMAN [SEAL]
CHAS. H. FORCE [SEAL]

LEASE, August 20, 1870. Ottawa, Oswega and Fox River Valley Railroad company to Chicago, Burlington & Quincy Railroad Company.

This Agreement, made this twentieth day of August, in the year of our Lord one thousand eight hundred and seventy (1870), by and between the Ottawa, Oswego and Fox River Valley Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, both of them corporations duly organized under and in accordance with the laws of the State of Illinois.

Whereas, the said party of the first part is authorized by the aforesaid laws to construct and operate a railroad from Streator in La Salle County to Geneva in Kane County, in said State of Illinois, and has already located the same and is proceeding in the construction thereof.

And whereas, for the purpose of obtaining money necessary for the construction of said railroad, including labor thereon and the materials used therein, and other expenses attending upon the construction of the same, it has executed its bonds in the sum of one thousand (1,000) dollars each, of the date of July first, A. D. 1870, amounting in the aggregate to twelve hundred and sixty thousand (1,260,000) dollars, having thirty (30) years to run to maturity and bearing interest at the rate of eight (8) per cent per annum, payable samei-annually, free of government tax, and both principal and interest payable in the city of New York, and has secured the payment of the same by a deed of trust or mortgage duly executed by it to Milton H. Swift and Edward Eames upon the said railroad, made and to be constructed, its right of way, road-bed, superstructure, grounds, buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto, and revenues to be derived therefrom, which said trust mortgage bears even date with said bonds and has been duly recorded in the counties through which said railroad runs.

And whereas, the proceeds of said bonds and the other means of said company will be sufficient only for the construction and completion of the road-bed and superstructure, and in accomplishing so much the said party of the first part will have exhausted its resources and will be wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said railroad; and in order that the same may, when completed, be equipped, maintained, and operated in such manner as the public convenience may require, and means be provided for the annual purchase of said bonds at not above par and accrued interest, it has become necessary to have the assistance of and make the arrangement with the Chicago, Burlington and Quincy Railroad Company hereinafter mentioned.

Now, therefore, this indenture witnesseth: That the said party of the first part, in consideration of the covenants and agreements herein contained, to be kept and performed by said party of the second part, it, the said party of the first part, hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said party of the second part, its successors and assigns, all the following-described property of the said Ottawa, Oswego and Fox River Valley Railroad Company, that is to say: its said railroad extending from Streator to Geneva aforesaid, made and to be made, including right of way, lands occupied thereby, superstructure and tracks thereon and to be placed thereon, rails, ties, and other materials used therein, procured and to be procured therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon or to be placed thereon, also all rolling stock, tools, and other property, real and personal, pertaining to said railroad and to the use thereof, now owned or hereafter to be acquired by said party of the first part, together with the rents, revenues, and incomes to be had, levied, and derived therefrom, and all rights, privileges, and franchises is said party of the first part of, in, to, or concerning the same.

To have and to hold the above-described railroad premises and property, with the appurtenances, rights, priveleges, and franchises appertaining thereto, unto the said party of the second part, its successors and assigns, from the day and date hereof in perpetuity, absolute and exclusive possession thereof to be delivered to and had by said party of the second part as soon as the road-bed and superstructure shall have been completed, and in the mean time the possession of the parties constructing the aforesaid railroad shall be deemed and taken to be the possession of the said party of the second part. The said party of the second part, in consideration of the premises, does here covenant and agree with the said party of the first part, its successors and assigns, to pay and cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on the said demised premises or any part thereof during the continuance of this lease, and to take possession of said demised road and property as soon as the road-bed, track, and superstructure thereof shall be completed; to place thereon such and such an amount of rolling stock as may be required in the transaction of the business of said railroad, and at all times to keep the same equipped in such a manner

as the public convenience may require; and also to maintain and keep the said demised road in repair; to run and operate the same in such manner as will furnish reasonable accommodations to the public; and that it will at all times save the said party of the first part and its successors from all damages and liabilities that may be incurred or occasioned by said second party in the management, maintenance, and operation of said railroad.

The said party of the second part further agrees, for the consideration aforesaid, that in the transportation of coal over said demised road it will charge no more or higher rates than shall be charged for the transportation of coal over like distances on the railroad of the said party of the second part, and that it will transport the same with all reasonable despatch, and when to be loaded or unloaded by said second party it shall be done without unnecessary delay; and that it will not charge more per mile for the transportation of coal from Streator to Ottawa than is charged on the Rock Island road from LaSalle to Ottawa; and that the said demised road shall be managed as a part of the railroad of the said party of the second part, and in a manner which shall be equally useful and convenient to the county and business public through which the said demised road runs.

And the said party of the second part, in consideration of the premises, and also as rent and in full payment of rent for the aforesaid demised railroad and property, hereby covenants and agrees that it will set aside forty per cent of the gross earnings arising from the business done upon the said demised road extending from Streator to Geneva aforesaid, and also forty per cent of the gross earnings from the transportation of business, both freight and passenger, over its own road or any part thereof, coming from or going to the said Ottawa, Oswego and Fox River Valley Railroad, as a fund to be annually appropriated each year to the purchase of the aforesaid bonds of the said party of the first part, so long as they can be purchased at or less than par and accrued interest.

And that it will cause to be kept a separate account of all such earnings, and on the first day of July in each year will pay over the amount thereof to the trustees named in the aforesaid trust mortgage securing said bonds, and their successors, to be applied by them to the purchase of said bonds at not more than par and accrued interest, in the manner herein provided.

It is mutually agreed by the parties hereto that the said trustees named in the said trust mortgage shall, in the month of July in each year, advertise for proposals for ten successive days in a daily newspaper for the time being in the city of Boston, stating therein the time and place when and where and the terms upon which the said bonds will be purchased, for the information of such of the holders of said bonds as may wish to sell any of the same under this agreement; and if in response to said advertisement, none of such bonds are offered for sale on the terms aforesaid, then the obligation to purchase bonds for that year and until the time for another annual advertisement shall cease, and the moneys thus applicable to the purchase of bonds for that

year shall be returned to the said party of the second part and its successors.

But that the fact that no bonds are offered for sale on the terms herein provided, for that year or any one year, shall not in any manner affect the liability and obligation of the said party of the second part to purchase said bonds on the terms and in the manner herein provided, with the amount which may accumulate from the said forty per cent of the gross earnings for the next or any year thereafter, and which by the terms of this agreement shall be applicable to the purchase of said bonds; it being the intention of this agreement not to purchase said bonds at more than par and accrued interest.

And that when they cannot be purchased at or less than par and accrued interest, the funds provided therefor not being required for that purpose shall be returned to and may be used and divided by said party of the second part, like other earnings of its road, year by year.

It is also mutually agreed and understood that an abstract of this agreement relating to the purchase of said bonds shall be printed and attached to each of them. And that the provisions of this contract shall only extend to the said twelve hundred and sixty thousand (1,260,000) dollars of bonds hereinbefore mentioned, and to those of them only which shall have printed and attached thereto the abstract above mentioned. And that it shall be the duty of the said trustee, upon the purchase of said bonds or any of them as herein mentioned, to deliver the same to the said party of the second part, to be held, used, and employed by it as its own property and in such manner as it shall deem advisable.

It is also mutually agreed that the stipulations and provisions of this contract shall be binding upon the successors and assigns of the respective parties hereto.

In witness whereof, the parties hereto have caused their respective corporate names to be hereunto subscribed by their presidents, and their respective corporate seals to be hereunto attached by their secretaries, on the day and year first above written.

OTTAWA, OSWEGO AND FOX RIVER VALLEY
[SEAL] RAILROAD COMPANY,
By Washington Bushnell, President.

Attest: Dwight F. Cameron, Secretary.

CHICAGO, BURLINGTON AND QUINCY
[SEAL] RAILROAD COMPANY,
By J. F. Joy, President.

Attest: A. T. Hall, Secretary.

RECORDED IN ILLINOIS

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Chicago, August 26th, 1870.

J. F. Joy, Esq.:

Dear Sir,—Whereas by the terms of an agreement of July 1st, 1870, between yourself and us, relating to the Ottawa, Oswego and Fox River Valley Railroad, we are to pay interest at the rate of eight per cent on all advances made before the completion of the road, we hereby stipulate and agree, for the considerations mentioned in said contract, that whenever moneys are deposited in the city of New York to be drawn and used as provided in said contract, they shall be deemed to be advanced from the date of said deposit and shall draw interest from that time.

C. H. FORCE & CO.

SUPPLEMENTAL CONTRACT, June 30, 1876, Ottawa, Oswego and Fox River Valley Railroad company and Chicago, Burlington & Quincy Railroad Company.

This Indenture made this thirtieth day of June A. D. 1876, by and between the Ottawa, Oswego & Fox River Valley Rail Road Company, of the first part, and the Chicago, Burlington & Quincy Rail Road Company, of the second part, Corporations of the State of Illinois, is Supplementary to a Contract and Lease by and between the same parties, of the date of August 20th, A. D. 1870, and

Witnesseth that the covenants and agreements contained in the said Contract referred to, are hereby in all things approved, and in addition thereto,

It is agreed, that, in the transaction of the business between the said demised Road and the Road of said second party, all earnings on joint business shall be divided and apportioned pro-rata as is the distance carried on said demised Road and the Road of said second party. And this rule shall be observed in ascertaining the amount of earnings on said demised Road and also the earnings on the Road of said second party upon joint business to and from said demised Road passing over the Road of said second party or any part thereof.

It is further agreed that the earnings on the said demised Road shall hereafter be apportioned as follows:—

First,—Forty per cent of the gross earnings shall be applied to the purchase of bonds upon the terms and in the manner in said original agreement prescribed.

Second,—If any part of said forty per cent of said gross earnings to be or heretofore received on said demised Road, shall not be required for the purchase of bonds offered for sale pursuant to said original agreement, then the residue of said forty per cent shall be applied to the payment or reimbursement of the party of the second part of all interest, which it shall pay, or have paid upon said bonds with interest on past payments at the rate of six per cent per annum.

Third,—If any residue shall remain after the foregoing payments, the same shall next be applied to reimburse the party of the second part, all monies it may have advanced or may hereafter advance for the completion

of said demised Road and for making permanent and additional improvements thereon and for taking up indebtedness incurred by said first party in the construction of its said Road and interest thereon at the rate of six per cent.

Fourth, and finally:—If after all the foregoing payments there shall remain any part of said forty per cent unexpended, the same shall be annually held and invested and reinvested from time to time by said party of the second part, separate and apart from its other monies or property to be held until the maturity of said bonds and then applied to the payment and extinguishment thereof.

It Witness Whereof the said parties hereto have caused these presents to be signed by their respective Presidents, and their Corporate Seals to be hereto affixed and attested by their respective Secretaries the day and year first above written.

[SEAL] The Ottawa, Oswego & Fox River Valley Railroad Company,
by J. M. WALKER, *President.*

Attest,
GEO. O. MANCHESTER, *Secretary.*

[SEAL] The Chicago, Burlington & Quincy Railroad Co.,
by ROBERT HARRIS, *President.*

Attest,
A. T. HALL, *Secretary.*

DEED, June 1, 1899. Ottawa, Oswego and Fox River Valley Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the Ottawa, Oswego and Fox River Valley Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth*: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Geneva, in Kane County, thence extending south-westerly, via Aurora, to Streator, in La Salle County, a distance of about sixty-seven and twenty-five hundredths (67.25) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stock-holders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the

receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY,

[SEAL] *By*, C. I. STURGIS.
President.

Attest: H. W. WEISS.
Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[SEAL] *By,* C. E. PERKINS.
President.
Attest: .T. S. HOWLAND.
Secretary.

STATE OF, Illinois }
COUNTY OF, Cook. } ss.

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of the Ottawa, Oswego and Fox River Valley Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Ottawa, Oswego and Fox River Valley Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

HERBERT HAASE.
[SEAL] *Notary Public for said County and State.*

STATE OF, Iowa }
COUNTY OF, Des Moines. } ss.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the coroprate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and

that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

W. F. McFARLAND.

[SEAL] *Notary Public for said County and State.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KANE	June 23, 1899	386	280
KENDALL	June 23, 1899	54	252
LASALLE	June 22, 1899	390	271

TRUST MORTGAGE, July 1, 1870, Ottawa, Oswego and Fox River Valley Railroad company to Milton H. Swift and Edward Eames, Trustees.

This Indenture made this first day of July in the Year of Our Lord One Thousand Eight Hundred and Seventy (1870) between the "Ottawa, Oswego and Fox River Valley Railroad Company" a Corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and Milton H. Swift and Edward Eames of Ottawa in the State of Illinois Trustees herein, parties of the second part,

Witnesseth that whereas the "Ottawa, Oswego, and Fox River Valley Railroad Company" pursuant to the terms of the Statutes and Acts of the Legislature of the said State of Illinois creating it, and of the organization of said Company under and in accordance therewith, is engaged in constructing a railroad to extend from Streator in the County of LaSalle in the State of Illinois to Geneva in the County of Kane in said State, a distance of about Seventy (70) miles; and

Whereas the said "Ottawa Oswego and Fox River Valley Railroad Company" is desirous of borrowing money to an amount not exceeding One Million Two Hundred and Sixty Thousand (1,260,000) Dollars, that being Eighteen Thousand (18,000) Dollars per mile on the length of the road between Streator and Geneva aforesaid, to aid in the construction and to be applied to the purchase and transportation of, or in payment for materials, superstructure and equipment for said road, and has resolved to execute the bonds of said Company therefor as follows: to wit; One Thousand Two Hundred and Sixty (1,260) in sums of One Thousand (1,000) Dollars each bearing date on the First day of July A. D. One Thousand Eight Hundred and Seventy (1870), having Thirty (30) years to run to maturity bearing interest at the rate of Eight (8) per cent. per annum, free of Government Tax, and payable semi annually on the first days of January and July in each year, at the Banking House of the "Farmers Loan and Trust Company" in the City of New York, where both principal and interest are made payable, or at such other place in said City as it may designate: All of which bonds are to bear the same date and are to

stand equally secured by this Deed of Trust and are to be duly stamped with the revenue stamps required by law; and the aforesaid bonds are to be numbered consecutively from Number One to the highest number which may be issued inclusive. Each of which said bonds are to be authenticated by a certificate signed by the Trustees named in this Deed of Trust.

Now therefore this Indenture Witnesseth that the said "Ottawa, Oswego and Fox River Valley Railroad Company" in order to secure the payment of its said bonds and the interest thereon, and in consideration of the sum of Five (5) Dollars to it in hand paid by the said parties of the second part at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and conveyed and by these presents does grant, bargain, sell, transfer and convey to the said parties of the second part their successors in said trust and assigns, all the following and all the above described property to wit;—"All the present and in future to be acquired property of the said railroad Company in and relating to the said railroad, and all the right, title, interest and equity of redemption therein, that is to say; all the railroad of the said party of the first part, now made and to be constructed extending from Streator to Geneva aforesaid, including the right of way therefor, road-bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, Station houses, depots, viaducts, bridges, timber and materials and property purchased or to be purchased for the construction of the said Railroad, and all the engines, tenders, cars and machinery and all kinds of rolling stock now owned or to be hereafter purchased by the said party of the first part, for and to be used upon said railroad;—all the revenues and income of said railroad and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements, and personal property used therein or along the line of said railroad."

To have and to hold the said railroad and property and all and singular the premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns.

But for the following purposes and upon the following express trust, that is to say:

In case the said "Ottawa, Oswego and Fox River Valley Railroad Company" shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for thirty days thereafter, then and in such case, all of said bonds both principal and interest shall thereupon at the option of the holders thereof, become due and payable, and at the request of the holders of one tenth of said bonds, the said parties of the second part their successors in said trust or assigns, may enter into and take possession of all and singular, the said railroad, premises and property hereby conveyed, and, as the attorneys in fact or agents of said first party by themselves or their agent duly constituted, have, use and employ the same, making from time to time all needful repairs, alterations and additions

thereto, and after deducting the expense of such use, repairs, alterations and additions, apply the proceeds of said premises to the payment of the principal and interest of all such bonds remaining unpaid, or the said parties of the second part, their successors in said trust or assigns, at their discretion *may,* or on the written request of the holders of one tenth of said bonds then unpaid, *shall* cause said premises or so much thereof as shall be necessary to discharge the principal and interest on all of such bonds as may be unpaid, together with the expenses of sale, to be sold at public auction at the north door of the Court House in the City of Chicago in said State of Illinois, after giving thirty (30) days notice of the time and place and terms of such sale, by publishing the same in one of the principal newspapers published for the time being in each of the cities of Chicago and Boston, and upon such sale to execute to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said "Ottawa, Oswego and Fox River Valley Railroad Company" party of the first part its successors and assigns, and all persons claiming under it or them, of all right, interest or claim in or to the said premises or any part thereof; and the said Trustees shall, after deducting from the proceeds of said sale, the cost and expenses thereof, and of managing the said property, and enough to indemnify and save themselves harmless from and against all liabilities arising from this trust, apply so much of the proceeds of the said property as may be necessary, to the payment of the principal and interest of said bonds remaining unpaid, whether the same be then due and payable or otherwise, and restore the residue thereof to the said party of the first part its successors and assigns; It being expressly understood and agreed that in no case shall any claim be made, or advantage taken of valuation, appraisement, redemption or extension laws by the said party of the first part its successors or assigns, nor any injunction or stay of proceedings be had, or any process be obtained or applied for, by it or them, to prevent such entry, sale and conveyance as aforesaid.

It is also hereby expressly understood and agreed that it shall be lawful for the said railroad Company party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed, as it or they shall elect until default shall be made in the payment of the interest or principal of said bonds or of some one or more of them, and the said "Ottawa, Oswego and Fox River Valley Railroad Company" for itself, its successors and assigns, does hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof to the said parties of the second part their successors in said trust and assigns, which Counsel may advise, for the more fully conveying the said premises and carrying into effect the objects and purposes of these presents and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said parties of the second part, shall be void, and the right to the premises and property hereby conveyed, shall revert to and revest in said party of the first part

its successors and assigns without any acknowledgement of satisfaction, reconveyance, reentry or other act;

It is also mutually agreed that the said parties of the second part, their successors in said trust and assigns, shall only be accountable, for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them, when such agent shall have been employed with reasonable discretion; and that the said second parties, and their successors in said trust and assigns shall be entitled to reasonable compensation for their labor and services in the management of said trust.

And it is further mutually agreed and understood that the said trustees shall not in any manner be liable or responsible for the acts of each other, to which they do not severally assent. And that in case of the death, mental incapacity or resignation of either one of the said trustees, to act in the matter of said trust, all his rights, estate, interest, power and control in the premises shall be divested, cease and determine, and the said railroad Company and the surviving trustee may mutually agree upon a new trustee to supply the said vacancy; or failing so to agree, the said party of the first part or its successors *may*, or in case of its failure to take proceedings therefor for thirty days, the holders of a majority of said bonds may apply to any court of the State of Illinois having Jurisdiction of the premises, to appoint a new trustee to supply said vacancy, and thereupon such new trustee shall become vested for the purposes aforesaid, with all the rights and interests requisite to enable him to execute with the other the purposes of this trust without any further assurance or conveyance of the same, but if the same should be necessary, both or either of the parties hereto, shall execute and deliver any and all such necessary releases or conveyances for that purpose as Counsel shall advise; It being further expressly understood that the surviving trustee shall be fully empowered to execute all the purposes of this trust until such vacancy shall be so supplied.

It is also further agreed and expressly understood that the proceeds of the above mentioned bonds of the said first party, or so much thereof as may be necessary for that purpose, shall be applied to the construction and completion of the aforesaid railroad and for no other purpose whatsoever.

And the said parties of the second part hereby accept the trust created by these presents.

In Witness whereof the said "Ottawa, Oswego and Fox River Valley Railroad Company" has caused its Corporate Seal to be hereto affixed, attested by its Secretary and its corporate name to be hereto subscribed by its President; And the said parties of the second part have also hereunto set their hands and Seal, all on the day and year first above written.

The Ottawa, Oswego, and Fox River Valley
[SEAL] Rail Road Company,
By WASHINGTON BUSHNELL,
President.

Attest: DWIGHT F. CAMERON,
Secretary.

MILTON H. SWIFT, [SEAL]
EDWARD EAMES, [SEAL]
Trustees.

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.
CITY OF CHICAGO.

Be it remembered that on this nineteenth day of August A. D. 1870 before me William F. Whitehouse, a Notary Public in and for the City of Chicago in said county & state, duly commissioned by the Governor of the said State of Illinois to take acknowledgements and proof of deeds and other instruments in writing under seal to be used or recorded in the said State of Illinois, personally came W. Bushnell, President of the "Ottawa, Oswego, and Fox River Valley Railroad Company," who is known to me to be the person whose name is signed to the foregoing Deed of Conveyance, who being by me duly sworn, deposes and says:—That he resides in Ottawa in the County of LaSalle and State of Illinois;—that he is President of the "Ottawa, Oswego and Fox River Valley Railroad Company";—that he knows the Corporate Seal of said Company;—that the Seal affixed to the foregoing Conveyance, is its Corporate Seal;—that it was affixed by the authority and order of its Board of Directors;—that he subscribed the Corporate name of said Company, by like order of said Board of Directors, as President of said Company, and acknowledged that he for and on behalf of said Company, executed and delivered the said Deed as their free and voluntary act, for the uses and purposes therein set forth.

In Witness whereof I have hereunto set my hand and Official Seal this nineteenth day of August A. D. 1870.

[SEAL] WM. F. WHITEHOUSE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LASALLE	August 22, 1870	147	29
KENDALL	September 21, 1870	31	55
KANE	June 22, 1885	230	264

APPOINTMENT OF TRUSTEE, March 2, 1886, Ottawa, Oswego and Fox River Valley Railroad company to William J. Ladd.

The Ottawa, Oswego and Fox River Valley Railroad Company, and Milton H. Swift, sole surviving Trustee under the mortgage made by said Ottawa, Oswego and Fox River Valley Railroad Company to said Swift and Edward Eames, dated July, 1st, 1870, do hereby, pursuant to the provisions of said mortgage, agree upon and appoint William J. Ladd as a Trustee under said mortgage to fill a vacancy now existing.

In witness whereof, the said Ottawa, Oswego and Fox River Valley Railroad Company, hereunto signs its Corporate name by J. L. Lathrop its President, thereunto duly authorized by a vote of its Board of Directors passed on the second day of March 1886, and the said Milton H. Swift, signs his name as the sole surviving Trustee.

Ottawa, Oswego and Fox River Valley Railroad Company,
[SEAL] *by* JNO. L. LATHROP, *President.*
Attest MILTON H. SWIFT,
L. O. GODDARD, *Secretary.* *Sole surviving Trustee.*
March 24th 1886.

I hereby accept the above appointment as Trustee under the said Mortgage.

WILLIAM J. LADD

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KANE	April 9, 1886	141	555
KENDALL	April 12, 1886	45	195
LASALLE	April 26, 1886	230	290

APPOINTMENT OF TRUSTEE, June 2, 1886, Ottawa, Oswego and Fox River Valley Railroad company to Edward C. Perkins.

The Ottawa, Oswego and Fox River Valley Railroad Company, and William J. Ladd, sole surviving Trustee under the mortgage made by said Ottawa, Oswego and Fox River Valley Railroad Company to Milton H. Swift and Edward Eames, dated July 1, 1870, do hereby pursuant to the provisions of said mortgage, agree upon and appoint Edward C. Perkins as a Trustee under said mortgage to fill a vacancy now existing.

In witness whereof, the said Ottawa, Oswego and Fox River Valley Railroad Company, hereunto signs its corporate name by J. L. Lathrop its President, thereunto duly authorized by a vote of its Board of Directors passed on this the second day of June 1886., and the said William J. Ladd signs his name as the sole surviving Trustee.

Ottawa, Oswego and Fox River Valley Railroad Company,
[SEAL] *by* JNO. L. LATHROP, *President.*
WILLIAM J. LADD
Sole surviving Trustee.

Attest
L. O. GODDARD, *Secretary.*

I hereby accept the above appointment as Trustee under the said Mortgage.

EDWARD C. PERKINS

Boston June 4th 1886
In presence of—
C. HENRY KNAPP.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LASALLE	June 9, 1886	230	303
KANE	June 26, 1886	141	557
KENDALL	July 19, 1886	G.	614

RELEASE, September 19, 1906, William J. Ladd et al., Trustees to Ottawa, Oswego and Fox River Valley Railroad company.

Know All Men by These Presents: That I, William J. Ladd, duly appointed and qualified as successor in trust to Edward Eames, trustee under the trust deed hereinafter mentioned, and Edward C.

Perkins, duly appointed and qualified successor in trust to Milton H. Swift, trustee under said trust deed, both of the City of Boston, Massachusetts, for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and forever quit claim unto the Ottawa, Oswego & Fox River Valley Railroad Company, all the right, title and interest which the said William J. Ladd and Edward C. Perkins, as successors in trust, respectively of Edward Eames and Milton H. Swift, now have or ever had in and to a certain trust deed dated July 1st, 1870, and recorded as follows: in the Recorder's Office of La Salle County, Illinois, August 22, 1870, in book 147, page 29; in the Recorder's Office of Kane County, Illinois, June 22, 1885, in volume 230 on page 264; in the Recorder's Office of Kendall County, Illinois, September 21, 1870, in book 31 on pages 55, 56, 57, 58 and 59, in and to the premises therein described, to wit:

All the present and in the future to be acquired property of the said railroad company in and relating to the said railroad and all the right, title, interest and equity of redemption therein, that is to say; all the railroad of the said Ottawa, Oswego & Fox River Valley Railroad Company, now made and to be constructed extending from Streator to Geneva, aforesaid, including the right of way, therefor, road-bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber and materials and property purchased or to be purchased for the construction of the said railroad, and all the engines, tenders, cars and machinery and all kinds of rolling stock now owned or to be hereafter purchased by the said Ottawa, Oswego & Fox River Valley Railroad Company, for and to be used upon said railroad; all the revenues and income of said railroad and all the franchises and rights of said Ottawa, Oswego & Fox River Valley Railroad Company, relating thereto and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements and personal property used therein or along the line of said railroad;
also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, the parties hereto have caused this instrument to be executed this 19th day of Sept., 1906.

WILLIAM J. LADD, [SEAL]
Successor in Trust.

EDWARD C. PERKINS, [SEAL]
Successor in Trust.

STATE OF MASS. }
COUNTY OF SUFFOLK. } SS.

I, Clarence W. McGuire, a notary public in and for the county and state aforesaid, do hereby certify that William J. Ladd and Edward C. Perkins, personally known to me to the persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they

executed the same as their free and voluntary acts and deeds as Successors in Trust for the uses and purposes therein set forth.

Witness my hand and notarial seal this 18th day of Sept., 1906.

[SEAL] CLARENCE W. MCGUIRE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LASALLE	September 24, 1906	456	448
KANE	October 1, 1906	479	25
KENDALL	October 26, 1906	23	464

THE ILLINOIS GRAND TRUNK RAILWAY

Camanche, Albany & Mendota Rail Road Company.
The Joliet and Terre Haute Railroad Company.
Illinois Grand Trunk Railway Company (Original Company).
The Illinois Grand Trunk Railway (New Company).

CAMANCHE ALBANY & MENDOTA RAIL ROAD COMPANY

This company was incorporated under the General Laws of the State of Illinois by Articles dated July 31, 1856—filed with the Secretary of the State September 11, 1856.

Article 5 described the route authorized to be from Mendota in LaSalle County to Albany, in Whiteside County, about sixty miles. The company was organized at Albany July 31, 1856. Of date January 30, 1857, the Legislature of Illinois by Special Act legalized all acts of the company.

The company did not complete any part of its railroad, but it acquired a right of way and did considerable preliminary work. Of date June 1, 1859, this company was consolidated with The Joliet and Terre Haute Railroad Company, the consolidated company taking the name, Illinois Grand Trunk Railway Company.

THE JOLIET AND TERRE HAUTE RAILROAD COMPANY

This company was incorporated by Special Act of the Illinois Legislature in force June 23, 1852, with authority to build a railroad from Joliet in Will County eastwardly to the east line of Illinois, in the direction of Terre Haute, with power to unite with any other railroad in Illinois or Indiana.

By an amendment in force February 28, 1854, the company was authorized to build from Joliet, westwardly, via Newark to a junction with the Chicago and Aurora railroad.

Of date June 1, 1859, the company was consolidated with the Camanche, Albany & Mendota Rail Road Company, the consolidated company taking the name, Illinois Grand Trunk Railway Company.

ILLINOIS GRAND TRUNK RAILWAY COMPANY

This company was formed by consolidation of the Joliet and Terre Haute Railroad Company with the Camanche, Albany & Mendota Rail Road Company, the articles being dated June 1, 1859, and filed with the Secretary of State July 8, 1859.

The company was organized at Mendota June 1, 1859. The company acquired rights of way and did some grading between Mendota and Albany.

Of date July 20, 1864, in a case wherein Charles F. Lusk, Executor, was the complainant, and this railroad company defendant, the United States Circuit Court for Northern District of Illinois appointed J. Tilden Moulton as Receiver, and placed him in possession of all the property of the Illinois Grand Trunk Railway Company. Subsequently, Philip A. Hoyne, Commissioner, appointed by the said court to make a conveyance to the Receiver, should the company fail to so do, made such conveyance, it being dated August 5, 1864.

By deed dated February 21, 1865, J. Tilden Moulton, as Receiver, conveyed to James Aikin all of the railroad property and franchises formerly belonging to the Illinois Grand Trunk Railway Company.

By deed dated September 26, 1870, James Aiken (Aikin) conveyed by deed to Joseph V. Thompson the roadbed, depot grounds, stations and right of way of the said railway from Joliet to Albany, the said grantor reserving to himself all of the evidences of indebtedness of the said company.

Of date October 1, 1870, James F. Joy made a contract with the Illinois Grand Trunk Railway to procure the C. B. & Q. R. R. Co. to take a Lease of the road and otherwise assume the obligations recited, and on the same date a formal lease agreement was executed between the two companies.

By deed, dated November 23, 1870, Joseph V. Thompson and wife conveyed to the Illinois Grand Trunk Railway (new company) all of the roadbed, depot grounds, stations, right of way and corporate rights and franchises of the old Illinois Grand Trunk Railway Company extending from Albany to Joliet, Illinois.

THE ILLINOIS GRAND TRUNK RAILWAY

This company was incorporated by Special Act of the Illinois Legislature February 28, 1867, with authority to build a railroad

from Fulton eastwardly to Prophetstown and Mendota, on the line of the old Illinois Grand Trunk Railway, and to purchase the roadbed and right of way of the old Illinois Grand Trunk Railway and its franchises and build said road, and to lease or sell their road to any other railroad company that will furnish the capital to complete and equip the road.

The road was built from Mendota to Prophetstown in 1870 and 1871, and completed May 14, 1871, (forty-five and 34/100 miles).

An extension from Prophetstown to East Clinton (17.09 miles) was begun in October 1871 and completed to East Clinton July 23, 1872, and another extension from East Clinton to Fulton (1.95 miles) was commenced in October 1882 and completed January 10, 1883. The company did not operate its road but of date October 1, 1870, leased its road for 99 years to the Chicago, Burlington & Quincy Railroad Company, the lease providing for the construction of the extension of the road from Prophetstown to Fulton. Of date June 1, 1899, the company conveyed its road and franchises to the C. B. & Q. Company by deed in fee simple.

ARTICLES OF INCORPORATION, July 31, 1856, Camanche, Albany & Mendota Rail Road Company.

Certificate Number 16454

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting: I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of Articles of Incorporation of Camanche, Albany and Mendota Railroad Company, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 2nd day of June A. D., 1923.
[SEAL]

LOUIS L. EMMERSON.
Secretary of State.

ARTICLES OF ASSOCIATION, July 31, 1856, of The Camanche, Albany and Mendota Rail Road Company.

Whereas, in and by an Act of the Legislature of the state of Illinois, approved November 5th A. D. 1849, Entitled "An Act to provide for a

general system of railroad Incorporations," it is provided that for the purpose of constructing, owning, and maintaining a Rail-road, any number of persons not less than twenty-five in number, may be formed into a Corporation in the manner therein specified; and that they shall severally subscribe Articles of Association, or Incorporation as set forth in said Act; and Whereas, the undersigned have subscribed to the stock of a company, to the amount, in the aggregate of sixty thousand Dollars ($60,000) for the purpose of constructing a Railroad from Mendota, in the county of LaSalle, to Albany in the county of Whiteside, State of Illinois, a distance of about sixty (60) miles, and have paid in ten (10) per cent upon such subscriptions; and whereas, the undersigned have elected the following named Directors to wit:

Barzilla Cottle of Albany, Illinois,
William W. Durant of Albany, Illinois,
Samuel Happer of Albany, Illinois,
T. B. Blackstone of Mendota, Illinois,
Daniel D. Guiles of Mendota, Illinois,
Boughton Roscoe of Camanche, Iowa,
Isaac Hess of Camanche, Iowa.

Now be it known, that we do hereby subscribe these Articles of Association, as authorized by the Act aforesaid, and we do hereby set forth, and declare as follows:

Article 1st—The name of the corporation hereby intended to be formed is the Camanche, Albany and Mendota Railroad Company.

Article 2d—The said corporation shall continue for fifty years.

Article 3d—The capital stock of said corporation shall be one million five hundred thousand Dollars ($1,500,000) divided into fifteen thousand (15,000) shares of one hundred dollars ($100) each share.

Article 4th—The number of directors shall be seven (7), and shall consist of the following named persons, viz: Barzilla Cottle, William W. Durant, Samuel Happer, T. B. Blackstone, Daniel D. Guiles, Boughton Roscoe and Isaac Hess.

Article 5th—The said Rail Road is to be constructed from Mendota in LaSalle County, to Albany, county of Whiteside in the State of Illinois, by the most eligible route for the same in the counties of LaSalle, Bureau, Lee and Whiteside; which road will be about sixty (60) miles in length.

Article 6th—The following persons are hereby named as Commissioners to open Books of subscription to the Capital Stock of said Company, to wit: R. C. Niblack, Wm. W. Durant, George Wells, Boughton Roscoe and William Prother.

And we do further agree to, and do hereby take and subscribe the number of shares of the said Capital Stock of, one hundred dollars ($100) each share, set opposite our respective names as follows:

Name	*Residence*	*No. of Shares*	*Amount*
T. B. Blackstone,	LaSalle Co.	15	$1,500.00
D D. Guiles,	Mendota	10	1,000.00

Name	*Residence*	*No. of Shares*	*Amount*
Sam Happer,	Albany, Illinois	40	4,000.00
Barzilla Cottle,	Albany, Illinois	50	5,000.00
W. W. Durant,	Albany, Illinois	10	1,000.00
Isaac Hess,	Camanche	3	300.00
Alfred Haines,	Albany, Illinois	20	2,000.00
W. S. Barnes,	Albany, Illinois	5	500.00
Henry Pease,	Albany, Illinois	20	2,000.00
E. G. Boice,	Albany, Illinois	20	2,000.00
E. H. Nevitt,	Albany, Illinois	10	100.00
Mitchell & McMahan,	Albany, Illinois	30	3,000.00
Buck & Old,	Albany, Illinois	5	500.00
John Robertson,	Albany, Illinois	20	2,000.00
Ezekiel Olds,	Albany, Illinois	3	300.00
C. G. Nevitt,	Albany, Illinois	3	300.00
P. B. Van Nert,	Albany, Illinois	10	1,000.00
Isaac Park,	Camanche	10	1,000.00
W. Mudjett		2	200.00
Chas. F. Lusk,	Albany, Illinois	15	1,500.00
John D. McIlvaine,	Albany, Illinois	40	4,000.00
Boughton Roscoe,	Camanche	5	500.00
C. R. Rood,	Albany, Illinois	5	500.00
Chester Lusk,	Albany, Illinois	15	1,500.00
Samuel Searle,	Albany, Illinois	5	500.00
G. Buckingham,	Albany, Illinois	15	1,500.00
David Wray,	Albany, Illinois	5	500.00
B. L. Quick,	Albany, Illinois	4	400.00
Wm. Prothrow		10	1,000.00
R. C. Niblack,	Albany, Illinois	15	1,500.00
Walter Olds,	Albany, Illinois	2	200.00
Warren Olds,	Albany, Illinois	10	1,000.00
J. J. Balls,	Albany, Illinois	10	1,000.00
Barzilla Cottle		60	6,000.00
Wm. W. Durant		55	5,500.00
E. G. Butcher,	Camanche	5	500.00
J. W. Waldorf,	Camanche	5	500.00
H. Anthony & Co.,	Camanche	10	1,000.00
Charles Kistner,	Camanche	5	500.00
Wm. Lawton,	Camanche	3	300.00
G. C. Westphall,	Camanche	5	500.00
A. T. Castle,	Camanche	2	200.00
D. Clarence McNeil,	Camanche	1	100.00
P. Rodicker		1	100.00
Joseph Wilcoxen		10	1,000.00
Benj. Tullman		3	300.00
Robt. Milland, Jr.,	Camanche	3	300.00
A. Littig,	Camanche	5	500.00

Filed September 11, 1856.

STATE OF ILLINOIS, } ss.
WHITESIDE COUNTY. }

Three of the Directors named in the within articles of association being severaly duly sworn, each for himself doth despose and say that the amount of Sixty Thousand Dollars has been subscribed to the capital stock of the Camanche, Albany and Mendota Rail Road Company, being at least one thousand Dollars per mile, as required by Section one of An Act of the General Assembly entitled "an act to provide for a general system of Rail Road Incorporations" approved November 5th, 1849 and that ten per cent on the said amount has been actually paid in.

BARZILLA COTTLE.
W. W. DURANT.
ISAAC HESS.

Sworn before me this
8th day of September 1856.
D. S. EFNER ESQ.,

Filed September 11th, 1856.

STATE OF ILLINOIS, } ss.
WHITESIDE COUNTY. }

I, W. S. Wilkinson, Clerk of the County Court in and for said County do hereby certify that D. S. Efner Esq. was on the 8th day of September, 1856, a Justice of the peace in and for said County duly commissioned and qualified to act as such.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Morrison this 21st day of Sept. A. D. 1859.

W. S. WILKINSON.
County Clerk.

[SEAL]

ACT OF LEGISLATURE, approved June 23, 1852. The Joliet and Terre Haute Railroad Company.

Certificate Number 16880.

STATE OF ILLINOIS

OFFICE OF

THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting: I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act to incorporate the Joliet and Terre Haute Railroad Company, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 2nd day of June A. D. 1923.

[SEAL]

LOUIS L. EMMERSON,
Secretary of State.

An act to incorporate the Joliet and Terre Haute Railroad Company.

SECTION 1. Be it enacted by the People of the State of Illinois represented in the General Assembly, That Harry Troup, Nathaniel Wilson, Peter Stewart, Franklin Mitchell, John W. Chapman, William Smith, George Woodruff, Joniah McRoberts, G. D. A. Parks, W. C. Wood, John Curry, George W. Cassiday, Hamilton D. Risbey, & Geo. Dilman and their associates, successors and assigns are hereby created a body corporate and politic, under the name and style of "The Joliet and Terre Haute Railroad company," and by that name be and they are hereby made capable in law and in equity to sue and be sued, plead and be impleaded, defend and be defended, in any court of law and equity in this State or in any other place; to make, have and use a common seal, and the same to renew and alter at pleasure, and shall be, and are hereby vested with all the powers, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act as hereinafter set forth, and the said company are hereby authorized and empowered to locate, construct and finally complete a railroad from Joliet, in Will County in the direction of the City of Terre Haute, in the State of Indiana, by the most direct and eligible route to the east line of the State of Illinois, and for this purpose said company are authorized, upon the most eligible and direct route, to lay out their said railroad, wide enough for a single or double track through the whole length, and for the purpose of cutting embankments, stone and gravel, may take as much more land as may be necessary for the proper construction & security of said railroad.

§ 2. The capital stock of said company shall consist of one million of dollars, and may be increased to two million of dollars, to be divided into shares of one hundred dollars each. The immediate government and direction of said company shall be vested in seven directors, who shall be chosen by the stockholders of said company in the manner hereinafter provided, who shall hold their offices for one year after their election, and until others shall be duly elected and qualified to take their places as directors, and the said directors, (a majority of whom shall form a quorum for the transaction of business) shall elect one of their number to be the president of the company. That said board of directors shall have power to appoint all necessary clerks, Secretary, and other officers necessary in the transaction of the business of said company.

§ 3. The said corporation is hereby authorized by their agents, surveyors, and engineers, to cause such examination and surveys to be made of the ground and country between the said town of Joliet and the said east line of the State of Illinois as shall be necessary to determine the most advantageous route for the proper line or course whereon to construct their said railroad, and it shall be lawful for said company to enter upon and take possession of, and use all such lands and real estate as may be necessary for the construction and maintenance of their said railroad, depot Houses and other appendages: Provided, That all lands or real estate entered upon and taken possession of, and used by said

corporation, for the purposes and accommodations of said railroad, or upon which the site for said railroad shall have been located or determined by the said corporation shall be paid for by said company in damages, if any be sustained by the owner or owners thereof by the use of the same for the purposes of said railroad, and all lands entered upon and taken for the use of said corporation, which are not donated to said company, shall be paid for by said corporation at such price as may be mutually agreed upon by the said corporation and the owner or owners of such land, and in case of disagreement, the price shall be estimated, fixed and recovered in the manner provided for taking lands for the construction of public roads, canals or other public works, as prescribed by the act concerning right of way, approved March 3, 1845.

§ 4. If any person shall wilfully, maliciously, or wantonly and contrary to law, obstruct the passage of any car on said railroad, or any part thereof, or any thing belonging thereto, or shall damage, break, or destroy any part of the said railroad, or implements or buildings, he, she, or they, or any person assisting, shall forfeit and pay to said company for every such offence treble the amount of damages that shall be proved before any competent court shall have been sustained, and be sued for in the name and behalf of said company, and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment in the same manner as other indictments are found in any county or counties where such offence shall have been committed, and upon conviction, every such offender shall be liable to a fine not exceeding five thousand dollars, for the use of the county where such indictment may be found.

§ 5. The time of holding the annual meetings of said company, for the election of directors, shall be fixed and determined by the by-laws of said company; and at all meetings each stockholder shall be entitled to a vote in person or lawful proxy; one vote for each share of stock he, she, or they may hold, bona fide in said company.

§ 6. The persons named in the first section of this act are hereby appointed commissioners, who or a majority of whom, are hereby authorized to open subscription books for said stock, at such places as they may deem proper, and shall keep said books open until the whole of said capital stock shall be taken. Said commissioners shall require each subscriber to pay five dollars on each share subscribed at the time of subscribing. The said commissioners shall call a meeting of the stockholders, by giving thirty days notice in some newspaper printed in the county of Will, and at such meeting it shall be lawful to elect the directors of said company, and when the directors of said company are chosen, the said commissioners shall deliver said subscription books, with all sums of money received by them as commissioners, to said directors. No person shall be a director in said company unless he shall own at least five shares of the capital stock.

§ 7. That the right of way and the real estate purchased for the right of way by said company, whether by mutual agreement or otherwise, or

which shall become the property of the company by operation of law as in this act provided, shall upon the payment of the amount of money belonging to the owner or owners of said lands, as a compensation for the same become the property of said company in fee simple.

§ 8. The said corporation may take and transport upon said railroad, any person or persons, Merchandise, or other property, by the force and power of steam, or animals or any combination of them, and may fix, establish take, and receive such rates of toll for all passengers and property, transported upon the same as the said directors shall, from time to time, establish; and the directors are hereby authorized and empowered to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes, and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, which is hereby declared personal property, and transferrable in such manner as shall be provided by the by-laws and ordinances of said company.

§ 9. The directors of said company, after the same is organized, shall have power to open books, in the manner prescribed in the sixth section of this act, to fill up the additional one million dollars of stock, or any part thereof, at such times as they may deem it for the interest of said company, and all installments required to be paid on the stock originally to be taken, and what may be taken to increase said capital, shall be paid at such times and in such sums as said directors may prescribe.

§ 10. In case of the death, resignation, or removal of the president, vice president or any director at any time between the annual elections, such vacancy may be filled, for the remainder of the year, whenever they may happen, by the board of directors; and in case of absence of the president and vice president, the board of directors shall have power, to appoint a president pro tem, who shall have and exercise such powers and functions as the by-laws of the said corporation may provide. In case it should at any time happen that an election shall not be made on any day on which, in pursuance of this act it ought to be made, the said corporation shall not for that cause be deemed dissolved, but such election shall be held at any other time directed by the by-laws of said corporation.

§ 11. That when the lands of any femme covert, persons under age, non compos mentis, or out of this state, shall be taken in the construction of said railroad, as is provided by this act the said corporation shall pay the amount that shall be awarded as due to the said last mentioned owners, respectively, whenever the same shall be lawfully demanded together with six per cent per annum.

That to ascertain the amount to be paid to the persons named in this section for lands taken for the use of said corporation, it shall be the duty of the Governor of this state, upon notice given to him by the said corporation, to appoint three commissioners, to be persons not interested in the matter, to be determined by them to determine the damages which the owner or owners of the land or real estate, so entered upon by the

said corporation has or have sustained by the occupation of the same, and it shall be the duty of said commissioners, or a majority of them to deliver to said corporation a written statement of the award or awards they shall make, with a description of the land or real estate appraised, to be recorded by the said corporation in the clerks office of the county in which the land or real estate so appraised shall be, and the said corporation shall be deemed to be seized and possessed of the fee simple of all such lands or real estate as shall have been appraised by the said commissioners.

§ 12. Whenever it shall be necessary for the construction of said railroad, to intersect or cross a tract of any other railroad, or any stream of water or water-course, or road or highway lying on the rout of said road, it shall be lawful for the company to construct their railroad across or upon the same. Provided, that the said company shall restore the rail-road, stream of water, Water-course, road or highway intersected or crossed, to its former state, or in a sufficient manner not materially to impair its usefulness.

§ 13. Said company shall have the power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed either in this state or the state of Indiana, upon such terms as may be mutually agreed upon between the companies so connecting and for that purpose full power is hereby given to said company to make and execute such contracts with any other company as will secure the objects of such connection.

§ 14. Said company is hereby authorized, from time to time, to borrow such sum or sums of money as may be necessary for completing and finishing or operating their said rail road and to issue and dispose of their bonds in denominations of not less than five hundred dollars for any amount so borrowed, and to mortgage their corporate property and franchises or convey the same by deed of trust to secure the payment of any debt contracted by said company for the purposes aforesaid; and the directors of said company may confer on any bond holder of any bond issued for money borrowed as aforesaid the right to convert the principal due or owing thereon into stock of said company at any time not exceeding ten years from the date of the bond under such regulations as the directors of said company may see fit to adopt.

§ 15. The width of said railroad is to be determined by the said corporation within the limits prescribed by the first Section of this act.

§ 16. Said road shall be located and constructed by way of Wilmington in Will county and Middleport in Iroquois county, Danville in Vermilion county and Paris in Edgar county and may, if the directors so elect, be run to the east line of the state in the direction of the city of LaFayette, and also of the city of Terre Haute and Fort Wayne in Indiana.

§ 17. Said company shall have power also to extend said road from Joliet to Oswego in Kendall county.

§ 18. Said corporation may if deemed proper connect with the Wabash Valley Railroad running from Vincennes northward upon such

terms as may be agreed upon between said corporations. That the Joliet and Terre Haute Railroad company are hereby prohibited from constructing or running their said road or any branch thereof to the Illinois State line, or connecting with any road to said State line north to east of the town of LaFayette in the State of Indiana.

SIDNEY BREESE,
Speaker of the House of Reps.
WILLIAM MCMURTY,
Speaker of the Senate.

APPROVED June 23, 1852.
AUG. C. FRENCH.
Laws of Illinois 1852, *2d Session, Page* 223.

ACT OF LEGISLATURE, February 28, 1854

AN ACT to further amend the Joliet and Terre Haute Railroad charter.

SECTION 1. *Be it enacted by the people of the state of Illinois, represented in the General Assembly,* That the Joliet and Terre Haute Railroad charter, approved and in force June 23d, 1852, be and the same is hereby further amended as follows: said company shall have the power to increase their capital stock to three millions of dollars, and John Chamberlin, Joseph Thomas and John Whitney are hereby appointed additional directors of said company, whose powers and duties shall be limited exclusively to such portion of said line as runs southerly from the town of Middleport to the east line of the state, in the direction of Lafayette, and they or their assigns shall have entire jurisdiction and control over that portion of said line, with power to make such arrangements and contracts as they may deem necessary to secure its construction and management; but such portion of said road as shall be built under their direction shall be subject to be consolidated on just terms with the line northerly from Middleport, whenever such line shall have been extended by connection or otherwise, from Joliet to Middleport.

SECTION 2. Said company shall be and hereby are empowered, under the provisions of their said charter, and the general laws of this state, to lay out, build and construct a branch from the said railroad, the same to compose a part of said railroad, commencing at or near Middleport, in Iroquois county, and running in a southeasterly course to the state line in the direction of Lafayette, in the state of Indiana, and to connect the same at the state line with any railroad in Indiana.

SECTION 3. Said company shall be and hereby are empowered, under the provisions of their said charter, and the general laws of said state, to lay out, build, and construct, as a portion of their said railroad, commencing at Joliet, in Will county, and running in a westerly direction by the way of Newark, in Kendall county, to the junction of the Illinois Central Military Tract and the Chicago and Aurora railroad, and on just terms to connect with any other railroad which said road may cross or intersect.

SECTION 4. In obtaining the right of way on the line of said branches, or either of them, said company shall be entitled to all the powers and

privileges of their said original charter, and also all the powers and privileges contained in any law now in force relative to obtaining the right of way.

SECTION 5. This act shall be in force and take effect from and after its passage.

APPROVED Feb. 28th, 1854.

Private Laws Illinois, Second Session 1854, Page 139.

ACT OF LEGISLATURE, Approved January 30, 1857.

AN ACT approving and legalizing the construction of the Camanche, Albany and Mendota Railroad.

WHEREAS, the Camanche, Albany and Mendota Railroad Company became a body corporate and politic, on the 11th day of September, 1856, by filing articles of association with the Secretary of State, in accordance with the provisions of sections one and two of an act entitled "An Act to provide for a general system of railroad "incorporations," approved November 5, 1849, and whereas, in the opinion of the general assembly, the construction of the road proposed in said articles of association will be of sufficient public utility to justify the taking of private property for the construction and maintenance of the same, therefore:

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That said company may commence and construct their road from such point as may be deemed expedient, in the town of Mendota, in the county of LaSalle, through the counties of LaSalle, Bureau, Lee and Whiteside, via Prophetstown, to such point as may be deemed expedient in the town of Albany, in said county of Whiteside.

§ 2. Said company may take and give bonds, bearing any rate of interest, not exceeding ten per cent. per annum, and shall have and may exercise any and all powers, and be entitled to any and all immunities which are conferred by "An Act to provide for a general system of railroad incorporations," approved November 5, 1849.

§ 3. All of the acts done and contracts entered into by said company, prior to the passage of this act, are hereby sanctioned and legalized.

§ 4. This act to take effect from and after its passage.

APPROVED January 30, 1857.

Private Laws Illinois 1857, Page 109

ARTICLES OF CONSOLIDATION, June 1, 1859. Between Camanche, Albany & Mendota Rail Road Company and The Joliet and Terre Haute Railroad Company, forming Illinois Grand Trunk Railway.

Certificate Number 16494

STATE OF ILLINOIS

OFFICE OF

THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting: I, LOUIS L. Emmerson, Secretary of State of the State of Illinois, do hereby certify

that the following and hereto attached is a true copy of certificate of Consolidation of Camanche, Albany & Mendota Railroad Company and the Joliet & Terre Haute Railroad Company into and forming Illinois Grand Trunk Railway, Filed July 8, 1859, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 7th day of June A. D., 1923.

[SEAL]

LOUIS L. EMMERSON.
Secretary of State.

TO THE HONORABLE THE SECRETARY OF STATE OF THE STATE OF ILLINOIS.

Mendota, Ill., July 1st, 1859

The Camanche, Albany & Mendota Railroad Company, and the Joliet & Terre Haute Railroad Company, on the first day of June, A. D. 1859 did by previous notice and publication according to law vote upon the question of consolidating the interests of the two above named companies under the name of the Illinois Grand Trunk Railway Company the same being done by a large majority vote, of all the stock of the two companies, without a dissenting vote.

Said meeting of the stockholders of both of the first named companies being held at Mendota in the County of LaSalle and State of Illinois, having been duly called to meet at said place.

The Articles of Agreement by which said companies were united and consolidated and hereunto attached, and are as follows:

CAMANCHE, ALBANY & MENDOTA RAILROAD COMPANY

Secretary's Office, Albany, Illinois, 1859.

To

You are hereby notified that a called meeting of the Board of Directors of the Camanche, Albany & Mendota Railroad Company, held at Chicago on the 8th day of April, 1859, a meeting of the stockholders of said Railroad Co. was duly ordered and called to be holden at the Railroad Passenger House in Mendota in the County of LaSalle, on the first Wednesday in June, A. D. 1859, at 10 o'clock A. M. for the purpose of voting on the question of consolidating the interests of said company, with the Joliet & Terre Haute Railroad Co. on the terms and conditions expressed in the following articles of agreement, and for the purpose of transacting other business of importance to the company.

By order of the Board of Directors.

W. W. DURANT,
Secretary.

ARTICLES OF AGREEMENT

Articles of Agreement made and entered into by and between the Camanche, Albany & Mendota Railroad Company of the first part and the Joliet & Terre Haute Railroad Co. of the second part, ratified by

the respective board of directors of the said Railroad Companies, this 12th day of April, A. D. 1859.

It is mutually convenanted and agreed by and between the said Railroad Companies to unite and consolidate the interests of said Railroad Companies and the interests of said Railroad Companies are hereby united and consolidated, upon the terms and conditions following to-wit:

Article 1st. The name of the company hereby formed by this act of consolidation of said Railroad Companies, shall be the Illinois Grand Trunk Railway, and by that name shall contract and be contracted with, sue and be sued, plead and be impleaded, and shall have a common seal bearing the name of the Company hereby formed.

Article 2d. The capital stock of the company hereby formed, shall be the sum of three million of dollars.

Article 3d. The stockholders of the respective companies hereby consolidated shall become stockholders in the company hereby formed, and shall be severally entitled to the amount of stock in the company hereby formed, to which they would have been entitled from their respective companies if this act of consolidation had not been made.

Article 4th. All stock Subscriptions, Notes, Mortgages, Bonds, Coupons, or other indebtedness, due to either of said companies hereby consolidated, from any stockholder or other person or persons, body corporate, company or association, shall be deemed and taken to be due and owing to the company hereby formed, and may be demanded sued for, and collected by and in the name of the company hereby formed.

Article 5th. The Railroad Line of the company hereby formed shall be divided into two divisions. That part of the Line lying East of Mendota Junction shall be called the Eastern Division. And that part of said Line lying West of Mendota Junction, shall be called the Western Division of the Illinois Grand Trunk Railway.

Article 6th. There shall be elected by the stockholders of the company seven Directors in each Division, by the stock of each Division, and there shall also be elected one Director at large, by the majority of the stock of the Consolidated Company. The first election of Directors shall be on the first Wednesday in June next, which election shall be held at Mendota, in the County of LaSalle, and the Annual Elections thereafter shall be on the first Wednesday in June in each year until otherwise ordered by the Board of Directors.

Article 7th. The capital stock of the respective companies hereby consolidated, heretofore taken and subscribed, and the capital stock of the company hereby formed to be taken and subscribed shall be used, applied and appropriated to the Construction and Completion of that branch of the road lying within the Division within and for which said stock has been or shall be subscribed and taken.

Article 8th. The capital stock of the companies hereby consolidated and the company property, bonds, mortgages and securities shall be subject to the disposition, control and management of the Board of Directors of the company hereby formed, and the same may be mortgaged,

or hypothecated upon such terms and conditions, and for such uses and purposes as a majority of the Directors from time to time shall order and direct, here reserving to the company hereby formed all rights, privileges conferred by the respective charters of the companies hereby consolidated.

Article 9th. All contracts, covenants, and agreements, entered into by either of the companies hereby consolidated shall be executed and carried out by the company hereby formed, in like manner as though this Act of consolidation had not been made, provided the expenses of carrying out and executing such contracts, shall be charged to the Division to which such contracts, covenants or agreements belong.

Article 10th. These articles of agreement shall before they become binding and obligatory upon the said companies, parties hereto, be submitted to the respective stockholders of said companies, and if approved and ratified by a majority in interest of the stockholders of said companies respectively, at the meeting of said stockholders, to be held on the first Wednesday in June next, according to the requirements of the act of the Legislature of the State of Illinois, amendatory of an act entitled "An Act to provide for a general system of Railroad Corporations, which amendatory act was approved February 28th, 1854, then the consolidation of the interests of said companies upon the terms and conditions herein contained shall be deemed to have been satisfied, and these articles shall be in full force, and be obligatory upon said companies.

The above articles of agreement were unanimously adopted by the Camanche, Albany & Mendota R. R. Co. and the Joliet & Terre Haute Railroad Company, by both the respective Boards of Directors.

W. W. DURANT,
Secretary, Camanche, Albany & Mendota Railroad Company and
WILLIAM GRINTON,
Secretary.
Joliet & Terre Haute Railroad Company.

And attested by

I, Robert H. Nolton, Secretary of the Illinois Grand Trunk Railway Company do hereby certify that the above Articles of Agreement are a true copy of the original articles by which the Camanche, Albany & Mendota Railroad Company and the Joliet & Terre Haute Railroad Company, consolidated the interests of the two companies, and that the name of the company hereby formed by said Act of Consolidation is the Illinois Grand Trunk Railway Company and the general office of the company is now located at Mendota, in the County of LaSalle and State of Illinois.

Given under my hand and the seal of said company this first day of July, A. D. 1859.

[SEAL] ROBT. H. NOLTON,
Secretary.

Filed July 8, 1859. ILLINOIS GRAND TRUNK RAILWAY

DECREE AND APPOINTMENT OF RECEIVER, July 20, 1864. Illinois Grand Trunk Railway Company.

CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS SITTING IN CHANCERY

Wednesday, July 20th A. D., 1864.

Present the Hon. David Davis, Presiding Judge.

Present the Hon. Thomas Drummond, Associate Judge.

Charles F. Lusk Executor, etc., of Isaac Park, deceased vs. The Illinois Grand Trunk Railway Company & Oliver McMahon.

Chancery

This cause came on this day to be heard upon the Bill, Answers, Replication Proofs and Exhibits filed and was argued by counsel and thereupon consideration thereof it is ordered adjudged and decreed as follows, viz: That the said complainant have and recover of and from the said defendant, the Illinois Grand Trunk Railway Company, the sum of twenty-seven hundred and seventy-two dollars and twenty-seven cents together with interest thereon at the rate of six per cent. per annum from the twenty-first day of May A. D., 1862, and the costs of this suit to be taxed.

It is further ordered adjudged and decreed that the said defendant, The Illinois Grand Trunk Railway Company assign, transfer and deliver to the Receiver hereby appointed all of its property real and personal and effects equitable interests and things in action of every name kind and description including the roadbed and right of way of said Illinois Grand Trunk Railway Company from Joliet in Will county to Albany in Whiteside county, Illinois, which belong to it or in which it has any interest within ten days after the entering of this decree, and also that said last named defendant, The Illinois Grand Trunk Railway Company transfer and deliver to such Receiver all books and papers belonging to said last named defendant within the time and upon the condition above named. That proper deeds of conveyance shall be made by the proper officer of said Railway company to said Receiver of all the Real Estate of said defendant, The Illinois Grand Trunk Railway Company and that proper bills of sale or assignments and endorsements shall be made of all personal property and effects of said last named defendant.

It is further ordered adjudged and decreed that J. Tilden Moulton, Esq. be and he is hereby appointed Receiver of all the property effects, equitable interests and things in action of every name and kind belonging to said defendant, The Ilinois Grand Trunk Railway Company or in which said last named defendant has any interest and that said Receiver take possession of all such property effects equitable interests and things in action of said defendant, The Illinois Grand Trunk Railway Company and all books and papers of said Railway company and that said Receiver after having given legal notice of the time and place of sale, sell at public auction in the city of Chicago, County of Cook and

State of Illinois to the highest bidder for cash all such property effects equitable interests and things in action including said roadbed and right of way from Joliet to Albany as aforesaid or so much thereof as may be necessary to pay the said sum of twenty-seven hundred and seventy-two dollars and twenty-seven cents with interest as aforesaid hereby decreed to be due and owing from said last named defendant to said complainant together with the costs of this suit and his costs and expenses as Receiver and that he execute and deliver deeds, bills of sale or other instruments of conveyance of the property and effects so sold by him to the purchasers thereof in due and proper form. That William H. Bradley, clerk of this Court within five days from the entering of this decree pass over and deliver to said Receiver all notes, bonds, coupons, cash subscriptions, etc. received by him from the defendant, Oliver McMahon and from A. J. Matteson, and which belong to said defendant, the Illinois Grand Trunk Railway company, which notes, bonds, coupons, cash subscriptions, etc. are described as follows to wit:

1	Mortgage and bond of Horace Root and wife, Camanche....	$ 100.00
5	Mortgage and bond of W. W. Durant and wife, Albany....	2,000.00
5	Mortgage and bond of Henry Pease and wife, Albany.....	2,000.00
5	Mortgage and bond of Alfred Haines and wife, Albany....	3,000.00
3	Mortgage and bond of Joseph McMahon and wife, Albany..	300.00
3	Mortgage and bond of James McMahon and wife, Albany..	300.00
2	Mortgage and bond of Cyrus Wilson and wife, Albany.....	200.00
3	Mortgage and bond of Nicholas Freck and wife, Albany....	500.00
5	Mortgage and bond of William Ewing and wife, Albany....	1,000.00
10	Mortgage and bond of William Prothrow and wife, Wilton Township	4,000.00
5	Mortgage and bond of C. G. Nevitt and wife, Albany.....	1,000.00
5	Mortgage and bond of Samuel Happer and wife, Albany....	1,500.00
5	Mortgage and bond of J. D. McIlvaine and wife, Albany....	2,500.00
5	Mortgage and bond of J. D. McIlvaine and wife, Albany..	1,500.00
2	Mortgage and bond of J. D. McIlvaine and wife, Albany....	500.00
5	Mortgage and bond of Barzillia Cottle and wife, Albany....	3,000.00
3	Mortgage and bond of Barzilla Cottle and wife, Albany....	1,500.00
2	Mortgage and bond of J. W. Waldorf and wife, Camanche..	500.00
3	Mortgage and bond of Wm. S. Barnes and wife, Albany....	1,000.00
3	Mortgage and bond of Wm. Lawton and wife, Camanche....	800.00
3	Also bond of Thomas C. Dyer for.....	500.00
3	Mortgage of David Wray and wife, Albany.....	500.00
5	Bond of Horace Anthony, Camanche.....	1,500.00
5	Bond of Samuel Happer (no mortgage securing it).....	1,500.00
	Also bond of the Camanche, Albany & Mendota Rail Road Company with bond of	
5	Camanche City, attached	1,000.00
2	Note of J. J. Bolls	1,000.00
1	Note of E. G. Butcher.....	400.00
1	Coupons detached from Bond David Wray Nos. 3 & 4 $50 each	100.00

1 Coupons detached from Bond W. W. Durant Nos. 3 & 4 $200 each 400.00
1 Coupons detached from Bond Joseph McMahon Nos. 3 & 4 $30 each 60.00
1 Coupons detached from Bond Alfred Haines Nos. 3 & 4 $300 each 600.00
1 Coupons detached from Bond Samuel Happer Nos. 3 & 4 $150 each 300.00
1 Coupons detached from Bond same Nos. 3 & 4 $150 each.... 300.00
1 Coupons detached from Bond John D. McIlvaine Nos. 3 & 4 $250 each 500.00
1 Coupons detached from Bond Barzilla Cottle Nos. 3 & 4 $300 each 600.00
1 Coupons detached from Bond same Nos. 3 & 4 $150 each.... 300.00
50 Coupons detached from Bond same Nos. 2 $300 each..... 300.00
50 Coupons detached from Bond James McMahon Nos. 4 $30 each 30.00
1 Coupons detached from Bond Wm. Ewing Nos. 4 $100 each.... 100.00
1 Coupons detached from Bond Henry Pease Nos. 3 $200 each. 200.00
1 Coupons detached from Bond Wm. S. Barnes Nos. 4 $100 each. 100.00
4 Coupons detached from Bond Wm. Prothrow Nos. 2, 3, 4 & 5 $400 each 1600.00
1 Also a book containing subscriptions to any legally authorized company to build Rail Road from Albany to Mendota Dated 22d July 1856.
Also containing subscriptions to the Camanche Albany Mendota Rail Road dated March 12th 1858.
1 Also a long Paper headed Camanche Albany & Mendota Rail Road containing a large number of subscriptions the first being "H. A. Hart 200 shares—$2000.00" and the last of said subscriptions being "Simpson James share 2 $200.00"

List of coupons attached to Bonds.

The Dyer coupons Nos. 3, 4, 5, 6, 7, 8, 9 & 10 of.....$ 50.00 each
William Ewing coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 100.00 each
Nicholas Freck coupons No. 5 of..... 50.00 each
Cyrus Wilson coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 20.00 each
James McMahon coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 30.00 each
Joseph McMahon coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 30.00 each
Alfred Haines coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 300.00 each
Henry Pease coupons Nos. 4, 5, 6, 7, 8, 9 & 10 of..... 200.00 each
Wm. W. Durant coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 200.00 each
Eliza A. Root coupons Nos. 4, 5, 6, 7, 8, 9 & 10 of..... 10.00 each
C. G. Nevitt coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 100.00 each
Samuel Happer coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 each
John D. McIlvaine coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 250.00 each
John D. McIlvaine coupons Nos. 5, 6 7, 8, 9 & 10 of..... 150.00 each
Same coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 50.00 each
Barzilla Cottle coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 300.00 each

Same coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 each
Horace Anthony coupons Nos. 4, 5, 6, 7, 8, 9 & 10 of..... 150.00 each
Samuel Happer coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 each
J. W. Waldorf coupons Nos. 6, 7, 8, 9 & 10 of..... 50.00 each
William Lawton coupons Nos. 4, 5, 6, 7, 8, 9 & 10 of..... 80.00 each
David Wray coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 50.00 each
William S. Barnes coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 100.00 each

Camache Albany M. R. R. Co. 7 coupons of $100 attached to which is Camanche City Bonds No. 3 attached 6 to 100 each, the above being the assets of said defendant the Illinois Grand Trunk Railway Company delivered to said Wm. H. Bradley by said Oliver McMahon by order of this court.

1	Also John Sindt and wife mortgage and bond each for.....$	100.00
	Also John Sindt coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $10.00 each	70.00
1	Also David Loy and wife mortgage and bond each for.....	100.00
	Also David Loy coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $10.00 each	70.00
2	Also Augustus Littig and wife mortgage and bond each for	500.00
	Augustus Littig coupons Nos. 3, 4, 5, 6, 7, 8, 9 & 10 for $50.00 each	400.00
1	Also Henry Klint and wife mortgage and bond each for....	200.00
	Henry Klint coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $20.00 each	140.00
1	Also Daniel Sigman and wife mortgage and bond each for..	200.00
	Daniel Sigman coupons Nos. 3, 4, 5, 6, 7, 8, 9 & 10 for $20.00 each	160.00
2	Also Thomas C. Dyer and wife mortgage and bond each for..	500.00
	Thomas C. Dyer coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $50.00 each	350.00
2	Also Charles S. Freeman and wife mortgage and bond each for	500.00
	Charles S. Freeman coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $50.00 each	350.00
5	Also Samuel Mitchell and wife mortgage and bond each for	3,000.00
	Samuel Mitchell coupons Nos. 5, 6, 7, 8, 9 & 10 for $300.00 each	1,800.00

That in case of the neglect or failure of the proper officers of said defendant The Illinois Grand Trunk Railway Company to assign transfer and convey to the said Receiver all the properties real and personal equitable interests things in action and the Books and papers belonging to the said defendant within ten days from the date of the entering of this decree that Philip A. Hoyne shall be and hereby is appointed a commissioner for and in the place of said Illinois Grand Trunk Railway Company to make execute and deliver any and all deeds assignments endorsements, bills of sale and conveyances of the property and effects of said Illinois Grand Trunk Railway Company and shall for said de-

fendant, the Illinois Grand Trunk Railway Company, make execute and deliver to said Receiver deeds of conveyance of all the Real Estate of said last named defendant and shall by proper instruments in writing or endorsements, assign and transfer all bonds, mortgages, notes, coupons, cash subscriptions, property and effects of said last named defendant to said Receiver which deeds, bills of sale, assignments or endorsements shall be valid to pass and convey to said Receiver all the right title and interest of said defendant the Illinois Grand Trunk Railway Company in and to all the property and effects so conveyed assigned and transferred, That any and all persons having the possession or control of any bonds, mortgages, notes, coupons, cash subscriptions, books, papers or personal property of any kind or description and belonging to said defendant the Illinois Grand Trunk Railway Company shall upon being summoned by said Receiver so to do, appear before said Receiver and assign, transfer and deliver over to said Receiver under oath all such bonds, mortgages, notes, coupons, cash subscriptions, books, papers and personal property. That the said Receiver may at any time notify any of the officers directors or stock holders of said defendant the Illinois Grand Trunk Railway Company to appear before him at his office in the City of Chicago and all such persons when so notified shall appear before said Receiver and submit to such examination under oath as the said Receiver may chose to make touching the property effects business and affairs of said defendant the Illinois Grand Trunk Railway Company.

That the said Receiver out of the avails of the proceeds of the sale of the property and effects of said defendant shall if there be a sufficient fund first pay and reimburse himself for all costs, expenses, charges and commissions as such Receiver and shall next pay from such avails the costs of this suit and shall next pay to said complainant or to his solicitors the amount hereby decreed to be due with interest thereon to the date of payment and lastly he shall pay into this court any surplus remaining in his hands after making the payments above enumerated such surplus to be subject to the further order of this court and that said complainant may from time to time apply to this court for such further order or decree as the nature of the case may require and as in equity and good conscience shall be just and proper.

DEED, August 5, 1864. Philip A. Hoyne, Special Commissioner U. S. Circuit Court, Northern District Illinois to J. Tilden Moulton, Receiver, Illinois Grand Trunk Railway Company.

In the United States Circuit Court
for the Eighth Circuit & Northern
District of Illinois.
Charles F. Lusk Executor &C. of
Isaac Park dec'd vs. The Illinois
Grand Trunk Rail Way Company
and Oliver McMahan.
In Chancery

Whereas by a Decree entered in the above entitled cause on the 20th Day of July A. D. 1864 it was among other things ordered & decreed that the defendant therein, the Illinois Grand Trunk Rail Way Company, within ten days after the entering of said decree, assign, transfer and deliver over to the Receiver, in said decree appointed, J. Tilden Moulton, among other things all of its property Real & personal, and effects, equitable interests & things in action & transfer and deliver to such Receiver all books & papers belonging to said defendant the Illinois Grand Trunk Rail Way Company and that proper bills of sale or assignments & indorsements shall be made of all personal property & effects of said defendant; and that in case of neglect or failure of the proper officers of said defendant the Illinois Grand Trunk Rail Way Company to assign transfer & convey to said Receiver all the property real & personal, equitable interests, things in action & the books & papers belonging to said defendant within ten days from the entering of said decree that the undersigned Philip A. Hoyne be appointed a commissioner for & in the place of the said Illinois Grand Trunk Rail Way Company to make execute and deliver all deeds assignments indorsements bills of sale and conveyances of the property and effects of the said Illinois Grand Trunk Rail Way Company & for said defendant execute and deliver to said Receiver deeds of conveyance of all the real estate of said Rail Way Company & by proper instruments in writing or indorsements assign & transfer all bonds mortgages notes coupons cash subscriptions property & effects of said Rail Way Company to said Receiver, which deeds bills of sale assignments or indorsements are by the terms of said decree to be valid and to pass & convey to said Receiver all the right title and interest of said Rail Way Company in & to the property and effects so conveyed assigned and transferred.

Now, therefore, ten days having elapsed since the entering of said decree and the said defendant the Illinois Grand Trunk Rail Way Company having neglected & failed to assign & transfer its property to said Receiver in accordance with the requirements of said decree, I, Philip A. Hoyne, the said commissioner in said decree appointed, do, by virtue thereof & for the purpose of carrying out the provisions of said decree in regard to the property of said Rail Way Company hereinafter described & for the purpose of transferring to & vesting in said Receiver said property of said Rail Way Company hereinafter described in consideration of one dollar to me in hand paid by said Receiver, hereby as such commissioner & in the place of and for said Illinois Grand Trunk Railway Company transfer assign & set over to said Receiver J. Tilden Moulton all the following mortgages, coupons, bonds, notes, cash subscriptions and books of subscription,

* * * * * * * * * *

together with all right title & interest of every kind and nature which the said defendant the Illinois Grand Trunk Rail Way Company has in & to said notes, bonds, coupons, mortgages, cash subscriptions & books of subscription.

Witness my hand and seal at Chicago, Illinois, this 5th day of August, A. D. 1864.

[Seal] Philip A. Hoyne,
Commissioner

(Numerous personal property descriptions omitted.)

DECREE—November 26, 1864 Circuit Court, vs. Northern District Illinois.

Saturday November 26th, 1864.

Present The Hon. Thomas Drummond Judge. Charles F. Lusk Executor & C of Isaac Park deceased vs. The Illinois Grand Trunk Railway Company & Oliver McMahon.

Chancery

This cause came on this day to be further heard upon the former proceedings therein and upon the affidavit of E. S. Hart herein filed the complainants appearing by E. S. Hart his solicitor and the defendant The Illinois Grand Trunk Railway company by Goodwin Larned and Goodwin its solicitors and was argued by counsel and it appearing to the court that the amount decreed to be due and owing to the complainant from said defendant the Illinois Grand Trunk Railway company by the decree of this court entered in this cause on the twentieth day of July A. D. Eighteen hundred and sixty four still remains due and wholly unpaid thereupon consideration thereof it is further ordered adjudged and decreed that the Receiver of Tilden Moulton appointed in said cause in the former decree of this court therein entered on the twentieth day of July A. D. Eighteen hundred and sixty four be authorized and empowered in addition to the authority and power vested in him by said former decree to sell and dispose of in the manner and at the place provided in said former decree each and all of the corporate rights franchises and privileges of said defendant the Illinois Grand Trunk Rail Way company and to convey the same by proper writings to the purchaser or purchasers thereof and that such sale by said Receiver shall transfer to and vest in such purchaser or purchasers all the title rights powers and privileges by said corporate rights franchises and privileges vested in or appertaining to said defendant the Illinois Grand Trunk Railway company and that notice be sent by mail to Charles H. Gilman of Mendota acting secretary of said defendant of the entering of this additional decree and that the sale of said corporate rights franchises powers and privileges by said Receiver be not made until thirty days from this date.

Northern District of Illinois ss.

I, William H. Bradley, clerk of the Circuit Court of the United States for the Northern District of Illinois hereby certify the above and foregoing to be a true and correct copy from the Records of the proceedings of said Court of the orders

or decrees entered of record of the respective dates July 30th (20th) A. D. 1864 & November 26th A. D. 1864 in the cause wherein Charles F. Lusk Ext. &C is complainant and the Illinois Grand Trunk R. R. Co et al are defendants as the same appears of record in my custody.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court at office in Chicago in said District this 20th day of January A. D. 1865 & of our Independence the 89th year.

WM. H. BRADLEY, *Clerk*.

DEED, February 21, 1865, J. Tilden Moulton Receiver to James Aikin. [U. S. Rev. Stamp $2]

This Indenture made this Twenty-first day of February in the year of our Lord one Thousand eight Hundred and Sixty-five Witnesseth—Whereas The Circuit Court of the United States for the Northern District of Illinois sitting in Chancery in session at Chicago, Illinois, did on the twentieth day of July A. D. 1864 make a certain decretal order in a cause then pending in said Court on the Chancery side thereof, wherein Charles F. Lurk executor &c of Isaac Park deceased was complainant and the Illinois Grand Trunk Railway Company and Oliver McMahon were defendants—and whereas the said Court sitting in Chancery in session at Chicago, Illinois, did on the twenty-sixth day of November A. D. 1864 make an additional decretal order in said cause then pending in said Court which said decretal orders were entered of record on the records of said Court in the words and figures following, that is to say—

"CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS SITTING IN CHANCERY, Wednesday July 20th A. D. 1864.

Present the Hon. David Davis Presiding Judge. Present Hon. Thomas Drummond Associate Judge. Charles F. Lurk Executor &c of Isaac Park deceased vs. The Illinois Grand Trunk Railway Company & Oliver McMahon.

Chancery.

This cause come on this day to be heard upon the Bill Answer Replication Proofs and exhibits filed and was argued by counsel and thereupon upon consideration thereof it is ordered adjudged and decreed as follows viz: That the said complainant have and recover of and from the said defendant the Illinois Grand Trunk Railway Company the sum of twenty seven hundred & Seventy two Dollars & twenty seven cents together with interest thereon at the rate of six per cent per annum from the twenty first day of May A. D. 1862 and the costs of this suit to be taxed—It is further ordered adjudged and decreed that the said defendant the Illinois Grand Trunk Railway Company assign, transfer and deliver to the Receiver hereby appointed all of its property, Real and personal and effects equitable interests and things in action

of every name kind and description, including the road bed and right of way of said Illinois Grand Trunk Railway Company from Joliet in Will County to Albany in Whiteside County, Illinois, which belong to it, or in which it has any interest within ten days after the entering of this decree, and also that said last named defendant, The Illinois Grand Trunk Railway Company transfer and deliver to such receiver all books and papers belonging to said last named defendant within the time and upon the condition above named. That proper deeds of conveyance shall be made by the proper officer of said Railway Company to said Receiver of all the Real Estate of said defendant, The Illinois Grand Trunk Railway Company and that proper bills of sale or assignment & endorsements shall be made of all personal property and effects of said last named defendant.—It is further ordered adjudged and decreed that J. Tilden Moulton Esq be and he is hereby appointed Receiver of all the property, effects equitable interests and things in action of every name and kind belonging to said defendant The Illinois Grand Trunk Railway Company or in which said last named defendant has any interest and that said Receiver take possession of all such property effects equitable interests and things in action of said defendant The Illinois Grand Trunk Railway Company and all books and papers of said Railway Company, and that said Receiver after having given legal notice of the time and place of sale, sell at public auction in the City of Chicago, County of Cook and State of Illinois to the highest bidder for cash all such property effects equitable interests and things in action including said road bed and right of way from Joliet to Albany as aforesaid, or so much thereof as may be necessary to pay the said sum of Twenty Seven hundred & seventy two dollars and twenty seven cents with interest as aforesaid hereby decreed to be due and owing from said last named defendant to said complainant together with the costs of this suit and his costs and expenses as Receiver and that he execute and deliver deeds, bills of sale or other instruments of conveyance of the property and effects so sold by him to the purchasers thereof in due and proper form.

That Wm. H. Bradley Clerk of this Court within five days from the entering of this decree pass over and deliver to said Receiver all Notes Bonds Coupons Cash subscriptions &c received by him from the defendant A. J. Matteson and which belong to said defendant the Illinois Grand Trunk Railway Company which notes Bonds Coupons Cash subscriptions &c are described as follows to wit:

Mortgage & Bonds of Horace Root & Wife Camanche.....	$ 100.00
Mortgage & Bonds of W. W. Durant & Wife Albany.....	2,000.00
Mortgage & Bonds of Henry Pease & Wife Albany.....	2,000.00
Mortgage & Bonds of Alfred Haines & Wife Albany.....	3,000.00
Mortgage & Bonds of Joseph McMahon & Wife Albany.....	300.00
Mortgage & Bonds of James McMahon & Wife Albany.....	300.00
Mortgage & Bonds of Cyrus Wilson & Wife Albany.....	200.00
Mortgage & Bonds of Nicholas Freck & Wife Albany.....	500.00
Mortgage & Bonds of William Ewing & Wife Albany.....	1,000.00

Mortgage & Bonds of William Prothrow & Wife Wilton Township 4,000.00
Mortgage & Bonds of C. G. Nevitt & Wife Albany..... 1,000.00
Mortgage & Bonds of Samuel Hopper & Wife Albany..... 1,500.00
Mortgage & Bonds of J. D. McIlvaine & Wife Albany..... 2,500.00
Mortgage & Bonds of J. D. McIlvaine & Wife Albany..... 1,500.00
Mortgage & Bonds of J. D. McIlvaine & Wife Albany..... 500.00
Mortgage & Bonds of Barzilla Cottle & Wife Albany..... 3,000.00
Mortgage & Bonds of Barzilla Cottle & Wife Albany..... 1,500.00
Mortgage & Bonds of J. W. Waldrof & Wife Camanche..... 500.00
Mortgage & Bonds of Wm S. Barnes & Wife Albany..... 1,000.00
Mortgage & Bonds of Wm. Lawton & Wife Camanche..... 800.00
Also Bond of Thomas C. Dyer for..... 500.00
Mortgage of David Wray & Wife Albany..... 500.00
Bond of Horace Anthony Camanche..... 1,500.00
Bond of Samuel Hopper, No Mortgage securing it..... 1,500.00
Also Bond of the Camanche Albany & Mendota Railroad Company with Bond of Camanche City attached..... 1,000.00
Note of J. J. Bolls..... 1,000.00
Note of E. G. Butcher..... 400.00
Coupons detached from Bond David Wray Nos. 3 & 4 $50 each. 100.00
Coupons detached from Bond W. W. Durrant Nos. 3 & 4 $200 each 400.00
Coupons detached from Bond Joseph McMahon Nos 3 & 4 $30 each 60.00
Coupons detached from Bond Alfred Haines Nos. 3 & 4 $300 each 600.00
Coupons detached from Bond Samuel Hopper Nos. 3 & 4 $150 each 300.00
Coupons detached from Bond Same Nos. 3 & 4 $150..... 300.00
Coupons detached from Bond John D. McIlvane Nos. 3 & 4 $250 each 500.00
Coupons detached from Bond Barzilla Cottle Nos. 3 & 4 $300 each 600.00
Coupons detached from Bond Same Nos. 3 & 4 $150 each..... 300.00
Coupons detached from Bond Same No. 2 $300 each..... 300.00
Coupons detached from Bond James McMahon No. 4 $30 each. 30.00
Coupons detached from Bond Wm Ewing No. 4 $100 each..... 100.00
Coupons detached from Bond Henry Pease No. 3 $200 each.... 200.00
Coupons detached from Bond Wm. S. Barnes No. 4 $100 each.. 100.00
Coupons detached from Bond Wm. Prothrow Nos. 2, 3, 4 & 5, $400 each 1,600.00

Also a Book containing subscriptions to any legally authorized Company to build Rail Road from Albany to Mendota, Dated 22d July 1856.

Also containing subscriptions to the Camanche Albany Mendota Rail Road dated March 12th 1858.

Also a long paper headed Camanche Albany & Mendota Rail Road containing a large number of subscriptions, the first being quoted "H. A. Hart 200 shares—$2,000.00" and the last of said subscriptions being "Simpson James share 2 $200.00."

List of Coupons attached to Bonds

T. C. Dyer Coupons Nos. 3, 4, 5, 6, 7, 8, 9 & 10 of.....$ 50.00 each
William Ewing Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 100.00 each
Nicholas Freck Coupon No 5 of..... 50.00 each
Cyrus Wilson Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 20.00 each
James McMahon Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 30.00 each
Joseph McMahon Coupon Nos. 5, 6, 7, 8, 9 & 10 of..... 30.00 each
Alfred Haines Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 300.00 each
Henry Pease Coupons Nos 4, 5, 6, 7, 8, 9 & 10 of..... 200.00 each
Wm. W. Durrant Coupons Nos 5, 6, 7, 8, 9 & 10 of..... 200.00 each
Eliza A. Root Coupons Nos 4, 5, 6, 7, 8, 9 & 10 of..... 10.00 each
C. G. Nevitt Coupons Nos. 5, 6, 7, 9 & 10 of..... 100.00 each
Samuel Hopper Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 each
John D. McIlvaine Coupons Nos 5, 6, 7, 8, 9 & 10 of..... 250.00 each
John D. McIlvaine Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 each
Same Coupons Nos. 5, 6, 7, 8, 9 & 10 of ..... 50.00 each
Barzilla Cottle Coupons Nos. 5, 6, 7, 8, 9 & 10 of..... 300.00 each
Same Coupons Nos. 5, 6, 7, 8, 9 & 10 of ..... 150.00 each
Horace Anthony Coupon Nos. 4, 5, 6, 7, 8, 9 & 10 of..... 150.00 Each
Samuel Hopper Coupon Nos. 5, 6, 7, 8, 9 & 10 of..... 150.00 Each
J. W. Waldorf Coupon Nos 6, 7, 8, 9 & 10 of..... 50.00 Each
William Lawton Coupon Nos 4, 5, 6, 7, 8, 9 & 10 of..... 80.00 Each
David Wray Coupon Nos. 5, 6, 7, 8, 9 & 10 of..... 50.00 Each
William S. Barnes Coupon Nos 5, 6, 7, 8, 9 & 10 of..... 100.00 Each

Camanche Albany M. R. R. Co 7 Coupons of $100.00 attached to which is Camanche City Bonds No. 3 Coupons of $6.00 100 Each, the above being the assets of said defendant the Illinois Grand Trunk Railway Company delivered to said Wm. H. Bradley by said Oliver McMahon by order of said Court—

Also John Lindt and wife Mortgage & Bond each for.....$ 100.00
Also John Lindt Coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $10 each.. 70.00
Also David Loy and wife Mortgage and Bond each for..... 100.00
Also David Loy Coupons Nos. 4, 5, 6, 7, 8, 9 & 10 $10 each.... 70.00
Also Augustus Lettig and wife Mortgage and Bond each for.... 500.00
Also Augustus Lettig Coupons 3, 4, 5, 6, 7, 8, 9 & 10 for $50 each. 400.00
Also Henry Klint and wife Mortgage and Bond each for..... 200.00
Also Henry Klint Coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $20 each.. 140.00
Also David Sigmaul and wife Mortgage and Bond each for..... 200.00
Also David Sigmaul Coupons Nos. 3, 4, 5, 6, 7, 8, 9 & 10 for $20 each 160.00
Also Thomas C. Dyer and wife Mortgage and Bond each for.... 500.00
Also Thomas C. Dyer Coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $50 each 350.00
Also Charles S. Freeman and wife Mortgage and Bond each for. 500.00
Also Charles S. Freeman Coupons Nos. 4, 5, 6, 7, 8, 9 & 10 for $50 each 350.00

Also Samuel Mitchell and wife Mortgage and Bond each for.... 3,000.00
Also Samuel Mitchell Coupons Nos. 5, 6, 7, 8, 9 & 10 for $300 each 1,800.00

That in case of the neglect or failure of the proper officers of said defendant The Illinois Grand Trunk Railway Company to assigns transfer and convey to the said Receiver all the properties real and personal equitable interests things in action and the books and papers belonging to the said defendant within ten days from the date of the entering of this decree that Phillip A. Hoyne shall be and hereby is appointed a Commissioner for and in the place of said Illinois Grand Trunk Railway Company to make execute and deliver any and all deeds assignments, endorsements, Bills of Sale and Conveyances of the property and effects of said Illinois Grand Trunk Railway Company and shall for said defendant the Illinois Grand Trunk Railway Company make execute and deliver to said Receiver deeds of conveyance of all the real estate of said last named defendant and shall by proper instruments in writing or endorsements assign and transfer all Bonds Mortgages Notes, Coupons, Cash subscriptions, property and effects of said last named defendant to said Receiver which deeds, bills of sale assignments or endorsements shall be valid to pass and convey to said Receiver all the right title and interest of said defendant being Illinois Grand Trunk Railway Company in and to all the property and effects so conveyed, assigned and transferred—That any and all persons having the possession or control of any Bonds, mortgages notes Coupons Cash subscriptions, Books, papers, or personal property of any kind or description and belonging to said defendant the Illinois Grand Trunk Railway Company shall upon being summoned by said Receiver so to do appear before said Receiver and assign transfer and deliver over to said Receiver under oath all such Bonds, Mortgages Notes Coupons Cash subscriptions Books papers and personal property, that the said Receiver may at any time notify any of the officers directors or stock holders of said defendant the Illinois Grand Trunk Railway Company to appear before him at his office in the City of Chicago and all such persons when so notified shall appear before said Receiver and submit to such examination under oath as the Receiver may choose to make touching the property effects business and affairs of said defendant the Illinois Grand Trunk Railway Company—

That the said Receiver out of the avails of the proceeds of the sale of the property and effects of said defendant, shall if there be a sufficient fund first pay and reimburse himself for all costs expenses charges and commission as such Receiver, and shall next pay from such avails the costs of this suit—And shall next pay to said complainant or to his solicitors the amount hereby decreed to be due with interest thereon to the date of payment and lastly he shall pay into this Court any surplus remaining in his hands after making the payments above enumerated—such surplus to be subject to the further order of this Court—And that said Complainant may from time to time apply to this Court for such further order or decree as the nature of the

case may require and as in equity and good conscience shall be just and proper.

Saturday, November 26th, 1864.

Present the Hon. Thomas Drummond Judge, Charles F. Lurk Executor &c of Isaac Park deceased vs. The Illinois Grand Trunk Railway Company & Oliver McMahon.

Chancery.

This cause came on this day to be further heard upon the former proceedings therein and upon the affidavit of E. S. Hart herein filed the Complainants appearing by E. S. Hart his solicitor and the defendant the Illinois Grand Trunk Railway Company by Goodwin Larned & Goodwin its solicitors and was argued by counsel and it appearing to the Court that the amount decreed to be due and owing to the Complainant from said defendant the Illinois Grand Trunk Railway Company by the decree of this Court entered in Cause on the twentieth day of July A. D. Eighteen hundred and sixty four still remains due and wholly unpaid, thereupon upon consideration thereof it is further ordered adjudged and decreed that the Receiver J. Tilden Moulton appointed in said cause in the former decree of this Court therein entered on the twentieth day of July A. D. Eighteen Hundred and sixty four be authorized and empowered in addition to the authority and power vested in him by said former decree to sell and dispose of in the manner and at the place provided in said former decree each and all of the corporate rights franchises and privileges of said defendant the Illinois Grand Trunk Railway Company to convey the same by proper writings to the purchaser or purchasers thereof and that such sale by said Receiver shall transfer to and vest in such purchaser or purchasers all the title rights, powers and privileges by said corporate rights franchises and privileges vested in or appertaining to said defendant The Illinois Grand Trunk Railway Company and that notice be sent by mail to Charles H. Gilman of Mendota acting Secretary of said defendant of the entering of this additional decree and that the sale of said corporate rights franchises powers and privileges by said Receiver be not made until thirty days from this date—

And whereas more than thirty days elapsed after the date of said last mentioned decree and the money decreed to be due the complainant by said first decree being still unpaid J. Tilden Moulton the Receiver appointed by said first mentioned and recited decree and in pursuance of the power and authority contained in said decretal orders caused to be printed and published in the Chicago Post a daily newspaper of general circulation printed and published in the City of Chicago Illinois for twenty-one successive days commencing on the twenty-eighth day of January A. D. 1865 and ending on the twenty-first day of February A. D. 1865 a notice for the sale of all the personal property and assets

of said defendant, The Illinois Grand Trunk Railway Company and then in his hands consisting of Bonds and Mortgages, Coupons notes cash subscriptions, subscription Books and Papers and all rights or equitable interest which said Railway Company had in the same: and also the Road bed and right of way of said defendant The Illinois Grand Trunk Railway Company from Albany in Whiteside County Illinois to Joliet in Will County Illinois—And each and all of the corporate rights franchises and privileges of said defendant the Illinois Grand Trunk Railway Company as provided in said decretal orders on the twenty-first day of day of February A. D. 1865 at the North door of the Court house in said City of Chicago at ten o'clock in the forenoon of said twenty-first day of February A. D. 1865 as appears by the report of said sale made by said Receiver in said cause—And in pursuance of the powers contained in said decretal orders and at the time and place mentioned in said notice the said J. Tilden Moulton did proceed to sell and did sell all of the personal property and assets of said defendant The Illinois Grand Trunk Railway Company in his hands the same being the items as enumerated in said first mentioned decretal order—And also the said Road bed and right of way of the said defendant The Illinois Grand Trunk Railway Company from Albany in Whiteside County Illinois to Joliet in Will County Illinois and each and all of the corporate rights franchises and privileges of said defendant, The Illinois Grand Trunk Railway Company as provided for in said decretal order, and which property was sold in the order in which the same is enumerated in said decree as is shown by the said Receivers report of said sale made in said cause—And at said sale James Aikin bid for said Road bed and right of way of the said Illinois Grand Trunk Railway Company from Albany in Whiteside County Illinois to Joliet in Will County Illinois and each and all of the Corporate rights, franchises and privileges of said defendant The Illinois Grand Trunk Railway Company as named and described in said decretal orders—the sum of Two Thousand Dollars and he being the highest bidder at said sale the said Road bed and right of way of the said defendant The Illinois Grand Trunk Railway Company from Albany in Whiteside County Illinois to Joliet in Will County Illinois and each and all of the corporate rights franchises and privileges of said defendant The Illinois Grand Trunk Railway Company whereby said Receiver then and there struck off and sold to said James Aikin at the price aforesaid—

Now therefore know all men by these presents that I, J. Tilden Moulton as such Receiver in consideration of the premises and of the said sum of Two Thousand Dollars so bidden for said premises as aforesaid and by virtue and in pursuance of said decretal orders and said sale, Have and do by these presents grant bargain and sell unto the said James Aikin and to his heirs and assigns the said Road bed and right of way of the said defendant The Illinois Grand Trunk Railway Company from Albany in Whiteside County Illinois to Joliet in Will County Illinois—And each and all of the corporate rights franchises

and privileges of said defendant The Illinois The Illinois Grand Trunk Railway Company Together with all and singular the hereditaments privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above bargained premises unto the said James Aikin his heirs and assigns forever—

In testimony whereof the said J. Tilden Moulton as such Receiver as aforesaid have hereunto set his hand and seal on the twenty-first day of February (A. D. 1865) one thousand eight hundred and sixty-five.

J. T. MOULTON, Receiver [SEAL]

STATE OF ILLINOIS }
COOK COUNTY } ss.
CITY OF CHICAGO }

I, Phillip A. Hoyne a notary public in and for the City of Chicago in the County of Cook and State of Illinois, do hereby certify that J. Tilden Moulton Receiver personally known to me as the same person whose name is subscribed to the annexed instrument of writing appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this Ninth day of March A. D. 1865.

Philip A. Hoyne

[SEAL] Notary Public, Chicago, Ill.

(Filed December 3, 1870 at 1½ o'clock P. M.)

STATE OF ILLINOIS. }
COUNTY OF LASALLE } ss

I, John F. Buehner, Recorder of Deeds and keeper of the records, in and for said county and state aforesaid, do hereby certify that the within is a true and correct copy of the record of a certain instrument filed in my office on the 3rd day of December A. D. 1870 at 1½ o'clock P. M. and recorded in Book 147 of records at page 293.

In Testimony Whereof, I have hereunto set my hand and affixed my Official seal at Ottawa, this 16th day of March A. D. 1917.

John F. Buehner
Recorder.

[SEAL]

DEED, September 26, 1870 James Aiken et ux to Joseph V. Thompson. [U. S. Rev. Stamp 50c]

This Indenture made this 26th day of September A. D. 1870, between James Aiken and Josephine his wife of Mendota in the County of La Salle and State of Illinois party of the first part and Joseph V. Thompson of the County of Bureau and State aforesaid party of the second part, Witnesseth that the said party of the first part, for and in consi-

deration of one dollar and other valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, have granted, bargained and sold and by these presents do grant, bargain sell convey and quit claim unto the said party of the second part his heirs and assigns forever all the road bed depot grounds, stations and right of way of the Illinois Grand Trunk Railway from Albany in the County of Whiteside in the State of Illinois to Joliet in the County of Will in said State and each and all the corporate rights franchises property and estate of said Railway except evidences of indebtedness, meaning and intending hereby to grant bargain sell and convey all the lands property rights and franchises which the said James Aiken acquired by his purchase and by the deed of conveyance made to him under a decree of the United States Circuit Court for the Northern District of Illinois, which deed bearing date February 21st, A. D. 1865 was executed and delivered to the said James Aiken by J. Tilden Moulton as receiver &c in a certain cause in said deed mentioned and which deed is now recorded in volume 53 of deeds in the recorders office of said Bureau County at page 558 except however all the bonds and mortgages and other evidences of indebtedness if any mentioned in said Moulton deed—the same not being intended to pass or to be conveyed by this deed. To have and to hold the same, together, with all and singular the appurtenances and privileges thereunto belonging, or in any wise appertaining thereunto; and all the estate right title interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use and behoof of the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself and his heirs, executors and administrators doth covenant, promise and agree, to and with the said party of the second part his heirs, executors administrators and assigns, that he hath not made done committed or executed any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter, shall or may be impeached, charged or incumbered, in any way or manner whatsoever. In Witness Whereof, the said party of the first part hereunto, set their hands and seals the day and year above written.

JAMES AIKEN [SEAL]
JOSEPHINE AIKEN [SEAL]

STATE OF ILLINOIS }
LA SALLE COUNTY. } SS.

I, L. B. Crooker, a Notary Public in and for said County and the State aforesaid, do hereby certify that James Aiken and his wife Josephine Aiken personally known to me as the same persons whose names are subscribed to the foregoing instrument of writing, appeared before me this day in person and acknowledged that they signed, sealed and de-

livered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

And the said Josephine Aiken wife of the said James Aiken having been by me examined, separate and apart, and out of the hearing of her husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her and she also by me being fully informed of her rights under the homestead laws of this State acknowledged that she had freely and voluntarily executed the same, and relinquished her dower to the lands and tenements therein mentioned and also her rights and advantages under and by virtue of all laws of this State relating to the exemption of Homesteads without the compulsion of her said husband and that she does not wish to retract the same, and that the insertion of the words except evidences of indebtedness & the erasures of the words "or suffered" were made by me before signing of the same.

Given under my hand and Notarial Seal this 26th day of September, A. D. 1870.

L. B. CROOKER,
Notary Public.

[SEAL]

(Filed Dec. 3, 1870 at 1½ o'C P. M.)

STATE OF ILLINOIS }
LA SALLE COUNTY. } ss.

I, John F. Buchner, Recorder of Deeds and Keeper of the Records, in and for said County, and State, aforesaid, do hereby certify that the within is a true and correct copy of a certain instrument filed in my Office on the Third (3rd) day of December, A. D. 1870, at 1½ o'clock P. M., and recorded in Book "147," of Records, at Page "301."

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at Ottawa, this 15th day of March, A. D. 1917.

[SEAL]

JOHN F. BUCHNER,
Recorder.

DEED, November 23, 1870 Joseph V. Thompson et ux to The Illinois Grand Trunk Railway.

This Indenture made this 23d day of November A. D. 1870 between Joseph V. Thompson and his wife Maria Thompson of the County of Bureau and State of Illinois parties of the first part and the Illinois Grand Trunk Railway party of the second part Witnesseth that the said party of the first part for and in consideration of one dollar to them in hand paid by the said party of the second part and other valuable considerations the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom have granted bargained and sold and by these presents do grant bargain sell convey and quit claim unto the said party of the second part its successors and assigns forever all the road bed depot grounds, stations and right of way of the Illinois Grand Trunk Railway from Albany in the County of Whiteside in the State of Illinois to Joliet in the County of Will in

said State and each and all the Corporate rights franchises property and estate of said Railway except evidences of indebtedness meaning and intending hereby to grant bargain and sell and convey all the lands property rights and franchises which the said Joseph V. Thompson acquired by his purchase and by the deed made to him by James Aiken and wife of date September 26, A. D. 1870 and which is recorded in the recorders office in said Bureau County in Vol. 53 of deeds at page 579 and is also recorded in the recorders office in said Whiteside County in Book No. 54 at page 168. Said property having been conveyed to the said James Aiken by a deed made to him by J. Tilden Moulton as receiver &c of date February 21st, A. D. 1865, and which is recorded in the recorders office, of said Bureau County in Volume 53, of Deeds at page 558.

To have and to hold the above bargained and described road bed depot grounds stations right of way Corporate rights franchises property and estate together with all and singular the appurtenances and privileges thereunto belonging or in any wise appertaining and all the estate right title interest and claim whatsoever of the said parties of the first part either in law or equity to the only proper use benefit and behoof of the said party of the second part its successors and assigns forever.

And the said Joseph V. Thompson party of the first part for himself his heirs executors and administrators doth covenant promise and agree to and with the said party of the second part its successors and assigns that he has not made done or committed any act or acts thing or things whatsoever whereby the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any way or manner whatsoever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

JOSEPH V. THOMPSON [SEAL]
MARIA THOMPSON [SEAL]

STATE OF ILLINOIS }
BUREAU COUNTY } ss.

I, Milo Kendall a Notary Public in and for the said County in the State aforesaid do hereby certify that Joseph V. Thompson and Maria his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act and Deed for the uses and purposes therein set forth. And the said Maria Thompson wife of the said Joseph V. Thompson having been by me examined separate and apart and out of the hearing of her said husband and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her and she also by me being fully informed of her rights under the homestead laws of this State, acknowledged that she had freely and voluntarily executed

the same, and relinquished her dower to the lands and tenements therein mentioned and also all her rights and advantages under and by virtue of all laws of this State relating to the Exemption of homesteads without compulsion of her said husband and that she does not wish to retract the same.

Given under my hand and seal Notarial this 25th day of November A. D. 1870.

MILO KENDALL,

[SEAL] *Notary Public for Bureau Co., Ills.*

(Filed Dec. 3, 1870, at 1½ o'C P. M.)

STATE OF ILLINOIS }
LA SALLE COUNTY } ss.

I, John F. Buchner, Recorder of Deeds and Keeper of the Records, in and for said County and State aforesaid, do hereby certify that the within is a true and correct copy of a certain instrument, filed in my Office on the third (3rd) day of December, A. D. 1870, at 1½ o'clock P. M., and recorded in Book "147," of Records at Page "302."

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at Ottawa, this 15th day of March, A. D. 1917.

[SEAL] JOHN F. BUCHNER,
Recorder.

ACT OF LEGISLATURE, Approved February 28, 1867.

AN ACT to incorporate the Illinois Grand Trunk Railway.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That, William P. Pierce, Henry Sherrill, Chas. H. Gilman, Jacob Albright, and A. J. Mattson, and their associates, successors and assigns, be and they are hereby created a body corporate, by the name and style of "The Illinois Grand Trunk Railway," with perpetual succession, and power to build, maintain and use a railroad, from some point or points on the Mississippi river, either at Rock Island, Fulton or any intermediate point or points, to Prophetstown, Mendota, Newark, the village of Lisbon, Grintown and Joliet to Chicago, or to any desirable point on the Indiana state line. The said railroad to be built on or near the established line of the old Illinois Grand Trunk Railway, as nearly as may be practicable, from Prophetstown to Joliet, running through the places before named, between Prophetstown and Joliet. To purchase, hold lease, sell and convey estate, whether real, personal or mixed, so far as may be necessary to carry out the intentions of this act; and in their corporate name, may sue and be sued as natural persons; to have and use a common seal; to make all by-laws, rules and regulations deemed necessary and proper for the government and management of said corporation and its affairs; and shall have the right to exercise all powers which are or may be necessary to carry into effect the purposes and objects of this act; and also for such purposes, may make, execute and deliver bonds, notes, mortgages or other evi-

dences of indebtedness and agreements to pay the same; and for such purposes, may negotiate for and take the same.

§ 2. Said corporation shall have the right to negotiate for and purchase the road-bed and right of way of the late or old "Illinois Grand Trunk Railway," from Albany, in Whiteside county, to Joliet, in Will county, and each and all of the corporate rights, franchises, and privileges of said old Illinois Grand Trunk Railway Company, and to go on and build and complete the same when so purchased to all intents and purposes, the same as said Illinois Grand Trunk Railway might have done, had the organization thereof been kept up; but nothing in this act shall be construed to make the corporation hereby formed liable in any way or manner to pay the debts of said old Illinois Grand Trunk Railway Company. And all rights, privileges, franchises and property which have lapsed and reverted to the State of Illinois from the failure of the old Illinois Grand Trunk Railway, are hereby granted and vested in the corporation created by this act.

§ 3. The said corporation is hereby authorized by their agents, surveyors and engineers, to cause such examination and surveys to be made of the ground and country between said points above mentioned, from the west to the east line of this state, as shall be necessary to determine and select the most proper, direct and feasible route whereon to construct their said railroad; and it shall be lawful for said corporation to enter upon and take possession of and use all such lands and real estate as may be necessary for the construction, maintenance and operation of their said railroad: Provided, that all lands or real estate entered upon and taken possession of and used by said corporation for the purposes and accommodation of said railroad, or upon which the site of said railroad shall have been located and determined by said corporation, shall be paid for by said company to the owner or owners thereof, by the use of the same for the purposes of said railroad; and all lands entered upon and which are not donated to said company for the use of said railroad shall be paid for by said corporation, at such price as may be mutually agreed upon by the corporation and the owner or owners of such lands; and in all cases where said company shall not be able to acquire the right of way through any lands or premises they may wish to occupy for the purposes of said railroad or its appendages by purchase or voluntary cession, said company may proceed to obtain such right of way by the provisions of "An Act to provide for a general system of railroad incorporations," approved November 5, 1849; and any act or acts passed amendatory thereof or supplemental thereto; and said corporation shall have and possess all the powers, privileges and immunities provided in and by said general railroad act, or acts amendatory thereof, or supplemental thereto.

§ 4. The capital stock of said company shall be one million dollars, which may be increased to such amount as may be found necessary to complete said road. Said stock shall be divided into shares of one hundred dollars each, which shall be deemed personal property, and may be issued and transferred as the board of directors may prescribe.

§ 5. The time of holding the annual meetings of said corporation for the election of directors, shall be fixed and determined by the by-laws of said company; and at all meetings each stockholder shall be entitled to vote in person, or by lawful proxy, one vote for each share in the stock he, she or they may hold bona fide in said corporation.

§ 6. The persons named in the first section of this act are hereby appointed the directors of said corporation, and shall hold their office for one year from the first day of June, A. D. 1867, or until others are elected; and said persons heretofore named in section one of this act, are also appointed commissioners, who, or a majority of whom, are hereby authorized to open stock subscription books for the capital stock, at such a time or times and place or places, as they may deem proper; said commissioners shall require each subscriber to pay five dollars on each share of capital stock subscribed at the time of subscribing. The directors appointed by this act, or a majority of them, shall constitute a quorum for the transaction of business, and shall elect one of their number to be president of said company. They shall also elect a secretary and treasurer, and such officers and agents as they shall deem proper. In case a vacancy occurs in the board of directors, it may be filled by the remaining directors, or as the by-laws of said corporation may prescribe; no person shall hereafter be elected a director in said company, unless he shall be a stockholder thereof.

§ 7. The right of way, and real estate acquired for the right of way and depot ground, by said company, whether by mutual agreement or otherwise, or which shall become the property of the company by operation of law, as in this act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said lands as a compensation for the same, become the property of said company in fee simple.

§ 8. That when the lands of any femmes covert, persons under age, non compos mentis, or any non-resident of the State, shall be taken in the construction of said railroad, as is provided by this act, the said corporation shall pay the amount that shall be awarded as due to said owner or owners, respectively, whenever the same may be lawfully demanded, together with interest thereon at six per cent per annum., or may deposit the amount with the county treasurer of the county in which the land so taken lies.

§ 9. It shall be lawful for the company created by this act to unite with any railroad company whose line of road comes to the east line of this State from the east, and it may also unite with any railroad company whose line of road comes to the Mississippi River from the west, or with any such company or companies who have the right to use any railroad or railroads coming to the said east line, or to the Mississippi River, or the company hereby formed may lease or sell their road to any company, either in or out of this State who will agree to furnish the capital to finish, build, construct, furnish and equip said railroad to completion for practical use, and that such purchasing or leasing com-

pany may go on and complete said railroad, and work the same with like power and effect, and in the name of the company hereby formed.

§ 10. For the purpose of facilitating the construction of the railroad authorized by this act, said corporation is empowered to borrow money and pledge its property, both real and personal, and its rights, credits and franchises, to secure the payment thereof.

§ 11. This act shall be deemed to be a public act, and shall take effect from and after its passage.

Approved February 28, 1867.

Private Laws Illinois 1867 *Vol.* 2 *Page* 595

ACT OF LEGISLATURE, Approved March 25, 1869.

AN ACT to amend an act entitled "An Act to incorporate The Illinois Grand Trunk Railway. In force March 25, 1869.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That any city, incorporated town or township, which may be situated on or near the route of the Illinois Grand Trunk Railway, west of the city of Mendota, via Prophetstown, to the Mississippi River, may become subscribers to the stock of said railway, and may issue bonds for the amount of such stock so subscribed, with coupons for interest thereto attached, under such limitations and restrictions and on such conditions as they may choose and the directors of said company may approve, the proposition for said subscriptions having been first submitted to the inhabitants of such city, town or township, and approved by them; and upon application of any ten voters of any city, town or township, as aforesaid, specifying the amount to be subscribed and the conditions of said subscriptions, it shall be the duty of the clerk of such city, town or township, immediately, to call an election in the same manner that other elections for said city, town of township, are called, for the purpose of determining whether said city, town or township will subscribe to the stock of said railway; and if a majority of said voters shall be for subscription, then the corporate authorities of said city, town or township, and the supervisor and town clerk of said township so voting shall cause said subscription to be made, and upon its acceptance by the directors of said company shall cause bonds to be issued, in conformity with said vote; which bonds shall not be of less denomination than one hundred dollars, and in no case bear a higher rate of interest than ten per cent: Providing, no such election shall be held until at least thirty days' previous notice thereof shall be given in the manner prescribed by law.

§ 2. It shall be the duty of the proper authorities of any city, town or township, issuing bonds as aforesaid, to make all necessary arrangements, and provide for the prompt payment of all interest and other liabilities accruing thereon; and to levy such taxes as may be necessary therefor, as other taxes are levied by them.

§ 3. This act shall be liberally construed for the purposes intended and expressed therein, and shall be held to be a public act, and shall be in force from and after its passage.

Approved March 25, 1869.

Private Laws Illinois 1869 *Vol.* 3 *Page* 307.

CONTRACT, October 1, 1870. Illinois Grand Trunk Railway and James F. Joy.

This Indenture, made this first (1st) day of October, in the year of our Lord eighteen hundred and seventy (1870), by and between the Illinois Grand Trunk Railway, a corporation organized under and in accordance with the laws of the State of Illinois, party of the first part, and James F. Joy of Detroit, in the State of Michigan, party of the second part.

Whereas, the said first party is authorized by its charter and the laws aforesaid to construct, maintain, and operate a railroad from some point on the Mississippi River at Fulton, Rock Island, or intermediate those points, by way of Prophetstown and Mendota, to Joliet, and thence to Chicago or the Indiana State line, and has already located that part of its railroad between Mendota and Prophetstown, and is now ready to proceed with the construction of that part of said railroad.

And whereas, certain towns, municipalities, and individuals along the line of said railroad at and between Prophetstown and Mendota, to aid and secure the construction of the same between Prophetstown and Mendota, have agreed to subscribe to the capital stock of said company and to issue bonds therefor, and to contribute individually to an amount in the aggregate to about two hundred thousand (200,000) dollars, which said bonds and contributions cannot be delivered to or had by said first party until the said railroad shall be constructed and in operation from Prophetstown to Mendota aforesaid, which the said first party, now without credit, is unable alone of itself to accomplish.

And whereas, said first party, for the purpose of obtaining money necessary to proceed with the construction of said section of railroad between Mendota and Prophetstown, to procure and pay for the right of way and to pay the contractor, the said second party, who hereby agrees to obtain the iron, ties, and other material necessary for the construction of said section of railroad, and to construct and complete the same as hereinafter stated, has executed and is about to issue its bonds as follows: twelve hundred and ten (1,210) in all, seven hundred and ten (710) of them in sums of one thousand (1,000) dollars each, and five hundred (500) in sums of five hundred (500) dollars each, all bearing even date herewith, with semi-annual interest thereon at the rate of eight (8) per cent per annum, free of government tax, with both principal and interest payable in the city of Boston, which said bonds amount in the aggregate to nine hundred and sixty thousand (960,000) dollars and have not more than twenty (20) years to run to maturity; all of which said bonds are to be stamped as the law requires, and their payment has been secured by a deed of trust or mortgage duly executed by said first party to John

N. Denison and Stephen V. R. Thayer of Boston, Massachusetts, on its aforesaid railroad, made and to be made, its right of way, road-bed, superstructure, grounds, buildings, and all other of its property connected therewith, together with the rights, privileges, and franchises of said first party belonging thereto, and the revenues to be derived therefrom, which said trust mortgage bears even date herewith, and has been duly recorded in the counties through which said railroad runs.

And whereas, the proceeds of said bonds and other means of said first party will be sufficient only for the construction and completion of said section of railroad between Prophetstown and Mendota, and the said first party is, and when said railroad shall be completed as herein provided, will be, wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said railroad, and in order that the same may be equipped, maintained, and operated in such manner as the public convenience may require, and a fund be created for the annual purchase of said bonds at not above par and accrued interest, so that a present sale can be made of the same in the market, it has become necessary for said first party to make with the said second party the agreements and covenants hereinafter mentioned.

Now, therefore, this indenture witnesseth: That the said second party hereby stipulates and agrees, for the considerations hereinafter mentioned, to obtain and pay for the right of way, so far as has not already been obtained, from Prophetstown to Mendota, and to procure all the iron, ties, and other necessary materials, and to construct thereon and complete in a good, substantial manner a first-class railroad with all necessary switches, turnouts, and station houses from Prophetstown to Mendota aforesaid, and have the same completed and ready for use on or before the first day of July, A. D. eighteen hundred and seventy-one (1871), and in the construction of said section of railroad the said second party agrees to iron the same with iron weighing not less than fifty-four (54) pounds to the yard, to be laid with fish joint and be fully spiked, surfaced up, and made ready for use, with all needful ditching, road crossings, and fencing, all to be done under the plans and specifications and directions to be made and given by the chief engineer who shall be placed by said first party in charge of the construction of the said section of railroad.

And the said first party, in consideration of the construction and completion of said section of railroad between Prophetstown and Mendota as aforesaid, hereby agrees, immediately on the execution of this contract, and as a part of the consideration to said second party for the construction of the aforesaid section of railroad, to assign, transfer, and deliver to said second party the aforesaid nine hundred and sixty thousand (960,000) dollars of first mortgage bonds of said first party as hereinbefore mentioned, to be received, owned, and negotiated, or otherwise appropriated, by said second party in such manner as to him shall seem best.

The said first party further agrees, in further payment to said second party for the construction of the aforesaid section of railroad, on the

completion of the same to deliver or cause to be delivered to him all the aforesaid township and municipal bonds, amounting to one hundred and ninety-four thousand (194,000) dollars, and donations to the amount of six thousand (6,000) dollars, voted and made to secure the construction of said section of railroad, amounting in the aggregate to two hundred thousand (200,000) dollars.

The said first party also agrees, in further payment to said second party for the construction of the aforesaid section of railroad, upon the execution of this instrument to assign or cause to be assigned, transferred, and delivered to him all the capital stock which has hitherto been issued, excepting that which has been issued to townships and municipalities in payment of the township and municipal bonds hereinbefore mentioned, and also to assign and issue to said second party so much additional capital stock as may be required to make the capital stock to be delivered to said second party amount to twenty thousand (20,000) dollars per mile on said section of railroad between Mendota and Prophetstown, and to issue certificates therefor to said second party whenever he shall demand the same; and said first party further agrees to issue no certificate of stock to any other party or parties whomsoever without the written consent of said second party until the option hereinafter reserved to said second party to construct other sections of said road shall have expired.

The said party of the first part, for the considerations hereinafter mentioned, hereby further covenants and agrees that upon the completion of said section of railroad between Prophetstown and Mendota, the said party of the second part, his heirs and assigns, shall thereupon have and continue to hold the sole and exclusive possession of said railroad of said first party, and may run, maintain, and operate said section of railroad, and receive the tolls, incomes, and profits thereof and to be derived therefrom, and appropriate the same to his own use, and as he shall be advised upon compliance with the terms and provisions hereinafter provided to be kept and performed on his part. And the said second party shall also have the right and it shall be optional with him to construct or not, as he shall think proper, the whole or any portion of said railroad lying west of Propetstown, or the whole or any part of said railroad lying east of Mendota; but it is mutually understood that the said second party is not required by the terms of this contract to construct any portion of said railroad other than that lying between Prophetstown and Mendota.

And the said second party, in consideration of the right to possess, maintain, and operate said section of railroad between Prophetstown and Mendota, and to receive the tolls, incomes, and profits therefrom as above provided, hereby agrees that he will, immediately upon the completion of said section of railroad from Mendota westward to Prophetstown, either by himself or his duly authorized agents, take exclusive possession, control, and management thereof, and will, either himself or by his said agents, equip, maintain, and operate the said section of railroad and receive the tolls and income thereof, and pay the semi-annually

accruing interest on said first mortgage bonds of said first party, and procure the Chicago, Burlington and Quincy Railroad Company to set aside forty (40) per cent of the gross earnings on its own road derived from the business going to and coming from the said section of railroad between Prophetstown and Mendota, for the annual purchase of said bonds at the lowest price at which proposals may be made, but not above par and accrued interest, and also hereby agrees to pay all taxes that shall be lawfully assessed on said section of railroad, and pay all damages that may be incurred or occasioned in the maintenance and operation thereof, and save said party of the first part harmless therefrom; or he will procure a contract to be entered into by and between the Chicago, Burlington and Quincy Railroad Company and the said first party, in virtue of which the said Chicago, Burlington and Quincy Railroad Company shall, upon the completion of said section of railroad as herein provided, take absolute and exclusive control and management thereof, and shall purchase and place thereon such and such an amount of rolling stock as the business of the country through which said railroad runs may reasonably require, and shall keep said section of railroad equipped and in repair, and maintain and operate the same as a part of its own road or otherwise, but in such manner as to furnish all reasonable facilities to the travelling and business public along the line of said section of railroad, and shall pay all taxes and assessments that may be levied or assessed upon said section of railroad or any part thereof during the continuance of this contract, and shall pay all damages that may be incurred or occasioned in the maintenance and operation of said section of railroad, and save said party of the first part, its successors and assigns, harmless therefrom; and in addition thereto the said Chicago, Burlington and Quincy Railroad Company, in consideration of the use of said section of railroad and of the income to be derived therefrom, shall pay to the holders of the said nine hundred and sixty thousand (960,000) dollars of first mortgage bonds of said first party the semi-annually accruing interest thereon, as it shall become due and payable according to the terms thereof, and shall set aside forty (40) per cent of the gross earnings on its own road accruing from the business going to and coming from the aforesaid section of railroad of said first party, and pay over annually in the month of October in each year the amount thereof to the trustees named in the deed of trust securing said bonds, to be applied by them to the purchase of said bonds whenever the same can be purchased at or less than par and accrued interest: *provided*, that if in answer to proposals for the purchase of bonds in any one year, none shall be offered for sale upon said terms, then the funds for the purchase of bonds for that year to be returned to the said Chicago, Burlington and Quincy Railroad Company, its successors and assigns; but the fact that no bonds are offered for sale in any one year shall not relieve the said Chicago, Burlington and Quincy Railroad Company from setting aside the forty per cent of the gross earnings for the next or any ensuing year.

And it is hereby mutually agreed by and between the parties hereto

that the said second party, his heirs and assigns, in case he or they equip, maintain, and operate said section of railroad, and the said Chicago, Burlington and Quincy Railroad Company in case it shall take possession of the same and maintain and operate it, shall be and are hereby clothed with all the requisite authority and rights, privileges and franchises of said first party in and to the same which may be necessary or convenient to the equipment, maintenance, and operation of said section of railroad and the receipt of the tolls and incomes therefrom.

And the said party of the second part and his assigns, and the said Chicago, Burlington and Quincy Railroad Company in case it shall come into possession of the aforesaid section of railroad, will maintain and operate the same in the name of said first party or otherwise as they shall think proper, and may have, use, and employ the name of said first party, and its rights, privileges, and franchises relating to said section of railroad, whenever and in such manner as may be necessary or convenient in the transaction of the business connected therewith.

It is hereby further mutually agreed and understood that this contract shall continue and be in force for the period of ninety-nine (99) years from and after the date hereof; and that each and every of the provisions and stipulations and agreements thereof shall be binding upon the successors, heirs, and assigns of the respective parties hereto.

In witness whereof, the party of the first part has caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed and attested by its secretary.

And the said second party has hereunto set his hand and seal, all on the day and year first above written.

[SEAL] ILLINOIS GRAND TRUNK RAILWAY,

A. H. CASTLE, *President.*

Attest: L. C. ELLSWORTH, *Secretary.*

JAMES F. JOY. [SEAL]

CONTRACT, October 1, 1870 Illinois Grand Trunk Railway Company and Chicago, Burlington & Quincy Railroad Company.

This Indenture, made this first day of October, in the year of our Lord one thousand eight hundred and seventy, by and between the ILLINOIS GRAND TRUNK RAILWAY COMPANY of the first part and the CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY of the second part, witnesseth:—

Whereas, on the day of the date hereof, the party of the first part has leased, assigned, and transferred to the party of the second part, its successors and assigns, its railroad from Mendota to Prophetstown, made and to be made, with all its rights, privileges, and franchises connected therewith.

AND WHEREAS, the said second party may wish to continue said railroad from Prophetstown to the Mississippi River at Clinton.

NOW, THEREFORE, in consideration of one dollar in hand paid by said party of the second part, the receipt of which is hereby acknowledged, and for the purposes aforesaid, the said party of the first part does here-

by lease, assign, and transfer to said party of the second part, its successors and assigns, that portion of its railroad, made and to be made, its road-bed, right of way, and all its rights, privileges, and franchises connected therewith, and all other rights, contracts, and property of whatsoever kind or nature.

TO HAVE AND TO HOLD the same from the day of the date thereof in perpetuity, and hereby authorize the said second party, its successors and assigns, to construct and complete said section of railroad, maintain and operate the same, and receive the revenues thereof to its own use; and in doing so and in transacting any business connected therewith, to use the name of the said party of the first part in whatever manner and to whatever extent it may seem best.

IN WITNESS WHEREOF, the said parties hereto have caused their corporate names to be attached by the hands of their respective presidents, and have caused their corporate seals to be hereto attached by their secretaries, as of the day and year first above written.

ILLINOIS GRAND TRUNK RAILWAY COMPANY,

By A. H. CASTLE, *President.*

[SEAL]

Attest: L. C. ELLSWORTH, *Secty.*

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

[SEAL]

By J. M. WALKER, *President.*

Attest: A. T. HALL, *Secy.*

CONTRACT, October 1, 1870 The Illinois Grand Trunk Railway and Chicago, Burlington & Quincy Railroad Company.

This Indenture, made and entered into this first (1st) day of October, in the year of our Lord one thousand eight hundred and seventy (1870), by and between the Illinois Grand Trunk Railway, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, both corporations duly organized under and in accordance with the laws of the State of Illinois.

Whereas, the said first party is authorized by the aforesaid laws to construct, maintain, and operate a railroad from some point on the Mississippi River at Fulton, Rock Island, or intermediate those places, by way of Prophetstown and Mendota, to Joliet and thence to Chicago or the Indiana State line, and has already located that part of its said railroad between Prophetstown and Mendota, and is proceeding with the construction thereof.

And Whereas, for the purpose of obtaining money necessary to proceed with the construction of that section of its railroad between Prophetstown and Mendota, to procure and pay for the right of way and to pay the contractor for labor and materials in the construction thereof and completing it ready for the equipment and use, the said party of the first part has executed its bonds therefor as follows: twelve hundred and ten (1,210) bonds in all, seven hundred and ten of them in sums of one

thousand (1,000) dollars each, and five hundred in sums of five hundred (500) dollars each, all bearing date the first (1st) day of October, A. D. eighteen hundred and seventy (1870), having twenty (20) years to run to maturity, bearing interest at the rate of eight (8) per cent per annum, payable semi-annually, free from government tax, with both principal and interest payable in the city of Boston, and has secured the payment of the same by a deed of trust or mortgage duly executed by it to John N. Denison and Stephen V. R. Thayer, of the city of Boston and State of Massachusetts, trustees therein, upon the aforesaid railroad of said first party, made and to be constructed, its right of way, road-bed, superstructure, grounds, buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto, and revenues to be derived therefrom, which said trust mortgage bears even date with said bonds and has been duly recorded in the counties through which said railroad runs.

And Whereas, the proceeds of said bonds and other means and resources of said company will be sufficient only for the construction of the road-bed and superstructure, and in accomplishing so much said first party will have exhausted its resources and will be wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said section of railroad between Mendota and Prophetstown, and in order that the same may when completed be equipped, maintained, and operated in such manner as the public convenience may require, and means be provided for the payment of the semi-annual interest accruing on said first mortgage bonds of said first party, and a fund be created for the annual purchase of said bonds at the lowest price at which proposals may be made for them, but not above par and accrued interest, it, the said first party, has made and executed a contract of even date herewith with James F. Joy, of the city of Detroit and State of Michigan, in virtue of which and for the considerations therein expressed the said Joy has agreed among other things, either by himself or his duly appointed agents, to take possession of said railroad, to equip, maintain, and operate that portion thereof between Mendota and Prophetstown, to pay the interest on the bonds above mentioned, or to procure the said Chicago, Burlington and Quincy Railroad Company to enter into a contract with said first party, in virtue of which that company shall, on the completion of said section of railroad between Mendota and Prophetstown, equip, maintain, and operate the same during the continuance of said contract with said Joy, and pay the semi-annually accruing interest on said bonds, and set aside forty (40) per cent of the gross earnings on its own road accruing from the business going to and coming from the aforesaid section of railroad between Prophetstown and Mendota, to be applied to the purchase of said bonds annually, at not above par and accrued interest, and also to pay all taxes and assessments that may be lawfully levied on said section of railroad, and all damages that may be occasioned in the maintenance and operation of the same.

And Whereas, the said second party, at the solicitation of and in pursuance of an agreement with said Joy to that effect, has consented to

make such contract and undertake the equipment, maintenance, and operation of said section of railroad.

Now, Therefore, this Indenture Witnesseth: That the said party of the first part hereby agrees, in consideration of the covenants herein contained to be kept and performed by said second party, that upon the completion of said section of railroad of said first party extending from Prophetstown to Mendota by the said James F. Joy and his duly authorized agents, and the transfer and possession thereof to said second party in accordance with the agreement between said Joy and said second party above mentioned, it, the said party of the second part, shall have and continue to hold the exclusive control and management of said section of railroad, and shall have and receive to its own use the earnings and revenues which may accrue or be derived from the aforesaid section of railroad; and in order that the said second party may have every facility for the equipment, maintenance, and operation of said section of railroad, in such manner as the business public may require, it, the said first party, hereby assigns and transfers all its rights, privileges, and franchises in and belonging to the said section of railroad, and requisite to its use and maintenance, to said second party, and hereby clothes said second party with all needful authority, in the name of said first party or otherwise as it shall deem best, to exclusively possess said section of railroad, and to equip, maintain, and operate the same during the continuance of this contract, and as fully to all intents as the said first party could or might do were it to remain in the possession thereof.

And the said second party, in consideration of the premises and of the gains and profits to be derived from the aforesaid section of railroad and property, and as soon as the same shall be completed and ready for use, agrees to procure and place thereon such and such an amount of rolling stock as may be reasonably required in the transaction of the business of said section of railroad, and will at all times keep the same equipped and in good repair, and during the continuance of this contract will run, maintain, and operate the same as a part of its own road and in connection therewith, in such manner as will furnish all reasonable accommodations to the travelling and business public; and that it will pay or cause to be paid all taxes or assessments that may be lawfully levied, charged, or assessed on said section of railroad, or any part thereof, and will pay and discharge all damages and liabilities that may be caused or occasioned by said second party in the maintenance and operation of said section of railroad, and save said first party and its successors harmless therefrom.

And the said second party, for the aforesaid considerations, further agrees that it will pay or cause to be paid the semi-annually accruing interest on the aforesaid nine hundred and sixty thousand (960,000) dollars of first mortgage bonds of said first party hereinbefore mentioned, when and where the same shall become due and payable according to the tenor thereof, and that it will set aside forty (40) per cent of the gross earnings accruing from the transportation of business, both freight and passenger, over its own road or any part thereof, coming from and

going to the aforesaid section of railroad between Prophetstown and Mendota, as a fund to be annually appropriated each year to the purchase of the aforesaid bonds of said first party as long as they can be purchased at or less than par and accrued interest, and that it will cause to be kept a separate account of all such earnings, and on the first day of October in each year will pay over the amount thereof to the trustees named in the aforesaid trust mortgage securing said bonds or their successors, to be applied by them to the purchase of said bonds at the lowest price at which proposals may be made for them, but not more than par and accrued interest, in the manner hereinafter provided.

And it is mutually agreed by and between the parties hereto that the said trustees named in the said trust mortgage shall, in the month of October in each year, advertise for proposals for ten (10) successive days in a daily newspaper for the time being in the city of Boston, stating therein the time and place when and where and the terms upon which the said bonds will be purchased, for the information of such of the holders of said bonds as may wish to sell any of the same on the terms contained in this agreement. If in response to said advertisement none of such bonds are offered for sale on the terms aforesaid, then the obligation to purchase bonds for that year and until the time for another advertisement shall cease and the moneys thus applicable to the purchase of bonds for that year, shall be returned to said second party or its successors. But the fact that no bonds are offered for sale on the terms herein provided for that or any one year shall not in any manner affect the liability and obligation of said second party to purchase said bonds on the terms and in the manner herein provided with the amount which may accumulate from the forty (40) per cent of gross earnings for the next or any year thereafter, and which by the terms of this agreement shall be applicable to the purchase of said bonds; it being the intention of this agreement not to purchase said bonds at more than par and accrued interest, and when they cannot be purchased at or less than par and accrued interest, the funds provided therefor, not being required for that purpose, shall be returned to and may be used and divided by said second party like other earnings of its road, year by year.

It is also mutually agreed that a memorandum of this agreement relating to the payment of interest and to the purchase of said bonds shall be printed on each of them and certified to by the trustees in the mortgage securing the same; and that the provisions of this contract shall only extend to the nine hundred and sixty thousand (960,000) dollars of bonds hereinbefore mentioned, and to those of them only which shall have printed thereon the memorandum above mentioned.

And that it shall be the duty of the said trustees, upon the purchase of said bonds or any of them as herein mentioned, to deliver the same to said second party, to be held, used, and employed by it and its successors as its own property, and in such manner as it shall deem advisable.

It is further mutually agreed that this contract shall take effect and be in force for the period of ninety-nine (99) years from and after the date hereof; and that each and every of the stipulations and provisions of this contract shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused their respective corporate names to be hereunto subscribed by their respective presidents, and their respective corporate seals to be hereunto affixed and attested by their respective secretaries, in the day and year first above written.

ILLINOIS GRAND TRUNK RAILWAY.

[SEAL] A. H. CASTLE,
Attest: *President.*
L. C. ELLSWORTH,
Secretary.

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By JAMES F. JOY, *President* [SEAL]

Attest:
A. T. HALL,
Secretary.

DEED, June 1, 1899, The Illinois Grand Trunk Railway to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Illinois Grand Trunk Railway, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Mendota, in LaSalle County, thence extending westerly via East Clinton, to Fulton, in Whiteside County, a distance of about sixty-six and forty-one hundredths (66.41) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for ninety-nine (99) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

NOW, THEREFORE, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the

receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE ILLINOIS GRAND TRUNK RAILWAY,

[Seal] *By,* C. I. Sturgis,

President.

Attest:
H. W. WEISS,
Secretary.

CHICAGO, BURLINGTON & QUINCY RAIROAD COMPANY,
[SEAL] *By*, C. E. PERKINS,
President.

Attest:
T. S. HOWLAND,
Secretary.

STATE OF Illinois }
COUNTY OF Cook } SS.

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis President of The Illinois Grand Trunk Railway, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Illinois Grand Trunk Railway; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

HERBERT HAASE,
[SEAL] *Notary Public for said County and State.*

STATE OF Iowa }
COUNTY OF Des Moines } SS.

Be it remembered, that, on this 13th day of June A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that

it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

W. F. McFARLAND,
Notary Public for said County and State.

[SEAL]

RECORDED IN ILLINOIS

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WHITESIDE	June 30, 1899	154	299

TRUST MORTGAGE. October 1, 1870, The Illinois Grand Trunk Railway to John N. Denison and Stephen V. R. Thayer, Trustees.

This mortgage covers the Illinois Grand Trunk Railroad, and secures an issue of bonds amounting to $960,000. These bonds are dated Oct. 1, 1870, have twenty years to run, bear interest at the rate of eight per cent, payable semi-annually, and mature Oct. 1, 1890.

This Indenture, made this first (1st) day of October, in the year of our Lord one thousand eight hundred and seventy (1870), by the Illinois Grand Trunk Railway, a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and John N. Denison and Stephen V. R. Thayer, of the city of Boston and State of Massachusetts, trustees herein and parties of the second part, witnesseth:

That Whereas, the Illinois Grand Trunk Railway, pursuant to the terms of the statutes and acts of the Legislature of said State of Illinois, and of the organization of said company under and in accordance therewith, is engaged in constructing a railroad from a point on the Mississippi River at Fulton or Rock Island or intermediate those points, in said State of Illinois, by way of Prophetstown and Mendota to Joliet, and thence to Chicago or to the Indiana State line. *And whereas,* the said Illinois Grand Trunk Railway is desirous of borrowing money to an amount not exceeding twenty thousand (20,000) dollars per mile on completed road, and amounting in the aggregate to not more than nine hundred and sixty thousand (960,000) dollars to aid in the construction of that part of its said railroad situate between Prophetstown and Mendota, and to be applied to the purchase and transportation of iron and in payment of the contractors for constructing and furnishing materials for the said portion of

said railroad and other purposes connected with the construction of the same, and has resolved to execute the bonds of said company therefor as follows, to wit: twelve hundred and ten (1,210) bonds in all, seven hundred and ten of them in sums of one thousand (1,000) dollars each, and five hundred (500) in sums of five hundred (500) dollars each, all bearing date the first (1st) day of October, A. D. eighteen hundred and seventy (1870), having twenty (20) years to run to maturity, bearing interest at the rate of eight (8) per cent per annum, free of government tax, and payable semi-annually on the first days of April and October in each year at the office of the Chicago, Burlington and Quincy Railroad Company in the city of Boston, Massachusetts, where both principal and interest of said bonds are made payable, or at such other place in said city as it may designate for that purpose, all of which said bonds are to bear the same date and are to stand equally secured by this deed of trust, and are to be duly stamped with the revenue stamps required by law, and are to be numbered as follows: the one thousand (1,000) dollar bonds from number one (1) to seven hundred and ten (710), both inclusive, and the five hundred (500) dollar bonds from number one (1) to five hundred (500), both inclusive, each of which said bonds is to be authenticated by a certificate signed by the trustees named in this deed of trust.

Now, therefore, this indenture witnesseth: That the said Illinois Grand Trunk Railway, in order to secure the payment of its said bonds and the interest thereon, and in consideration of the sum of five (5) dollars to it in hand paid by said second parties at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said parties of the second part, their successors in said trust and assigns, all the following and all the above-described property, to wit: all the present and in the future to be acquired property of said Illinois Grand Trunk Railway relating to the said railroad, and all the right, title, interest, and equity of redemption therein, that is to say: all the railroad of said first party now made and to be constructed, extending from a point on the Mississippi River at Fulton, Rock Island, or intermediate those points in the said State of Illinois, by way of Prophetstown and Mendota to Joliet, and thence to Chicago or the Indiana State line, including the right of way therefor, road bed, superstruction, iron, chairs, ties, splices, bolts, nuts, spikes, and all lands and depot grounds, station houses, depots, viaducts, timber, and materials and property purchased or to be purchased for the construction and completion of said section of railroad, and all the engines, tenders, cars, and machinery and all kinds of rolling stock now owned or hereafter to be purchased by said first party for and to be used upon said railroad, all the revenues and income of said railroad, and all the franchises, rights, and privileges of said first party relating thereto, and the property acquired by virtue thereof, now in possession or hereafter to be acquired, including all machine shops, tools, implements, and personal property used thereon or along the line of said railroad.

To have and to hold the said railroad and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns, but upon the following express trust, that is to say: the said parties of the second part, in order that the security hereby created may be complete and absolute, shall have and are hereby invested with the immediate possession of said railroad premises and property, and the rights, privileges, and franchises hereby conveyed and intended to be conveyed; and until the final payment of said bonds and each and every renewal thereof, the said parties of the second part, their successors in said trust and assigns, shall have and exercise all the rights, powers, and privileges of a mortgagee in possession; and during the construction of said railroad or any part thereof, the possession of the contractors for the purposes of construction shall be deemed and taken to be the possession of said parties of the second part, their successors in said trust and assigns; and the said parties of the second part, and their successors in said trust and assigns, are hereby fully authorized and empowered to possess, maintain, and operate the said railroad premises and property hereby conveyed, or any part thereof, by themselves or by their agents or attorneys by them duly constituted and appointed; and when the track and superstruction of any part of said railroad shall have been completed, in case the said first party neglects to equip or cause the same to be equipped, the said second parties, their successors in said trust and assigns, shall have power and authority to place thereon the necessary rolling stock, and to maintain and operate said part of said railroad by themselves or by their duly authorized agents, or they may procure any other party or parties, individual or corporate, to equip, maintain, and operate the same, and for that purpose they are hereby invested with all requisite power and authority to make such arrangements, contracts, and agreements, in their own names or in the corporate name and under the corporate seal of said first party, for such time and on such terms and conditions as to them shall seem proper, and also to do and perform all such other acts and things in the premises as may be necessary or convenient in executing the trust hereby created. And it shall be especially the duty of said parties of the second part, their successors in said trust and assigns, by themselves or by their aforesaid individual or corporate agents, to enter upon and take possession of said railroad, situated between Prophetstown and Mendota (that being the only part of said railroad now in process of construction or soon to be completed), and its appurtenances, and the property thereto belonging and proper for its use, and to make from time to time all needful repairs, alterations, and additions thereto, and after deducting the expenses of said repairs, alterations, and additions, and the cost of maintaining said part of said railroad, including all necessary and reasonable charges and expenses, to apply from time to time the proceeds of the same to the payment *pro rata* of the interest as it shall become due and payable on said bonds, and to the payment of the principal thereof, at maturity; and in case the said proceeds shall not be sufficient to pay the several instalments of interest on, and the principal of, said bonds as they shall severally

become due and payable, and the said first party, its successors and assigns, shall fail or neglect to pay such deficiency, or any part thereof, at the time when and the place where the same shall become due and payable according to the tenor and effect thereof, and for thirty (30) days, thereafter, then and in that case each and every of said bonds shall thereupon, at the option of the respective holders thereof, become immediately due and payable; and the said parties of the second part, their successors in said trust and assigns, at their discretion may, and on the written request of the holders of one tenth of said bonds then unpaid, shall cause the said railroad premises and property, or so much thereof as may be necessary to pay and discharge the principal and interest of all of said bonds as may be then unpaid, together with the expenses of said sale, to be sold at public auction in the city of Chicago, in said State of Illinois, after giving thirty (30) days' notice of the time and place and terms of such sale by publishing the same in one of the principal newspapers for the time being in each of the cities of Boston and Chicago, and upon such sale to execute to the purchaser or purchasers thereof good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said Illinois Grand Trunk Railway, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to the said premises or property, or any part thereof; and the said trustees shall, after deducting from the proceeds of such sale the cost and expense thereof, and of managing the said property, and enough to indemnify and save themselves harmless from all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same be then due and payable or otherwise, and shall restore the residue thereof to said first party, its successors and assigns: it being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption, or extension laws by said first party, its successors or assigns, or any injunction or stay of proceedings be had, or any process be obtained or applied for it by them, to prevent such entry, sale, and conveyance as aforesaid.

It is hereby mutually agreed that said parties of the second part, their successors in said trust and assigns, may and are hereby authorized, in case they shall at any time deem it for the interests of the holders of said bonds hereby secured, to restore the possession of said railroad to said party of the first part, its successors and assigns, or to transfer the possession thereof, together with the equipments that may be placed thereon, and other property connected therewith, to any assignee or other parties authorized by said first party to receive and hold possession of the same at all times, retaining nevertheless the right and authority to again take possession and fully to repossess themselves of the same upon any default in the payment of the principal and interest of the bonds hereby secured, or any part thereof, as they shall severally become due and payable, or for any other violation on the part of said first party, their successors and assigns, of any of the convenants and agreements herein contained.

It is also mutually agreed and understood that the proceeds of said

bonds of said first party shall be applied to the construction and completion of that part of said railroad lying between Mendota and Prophetstown, and not elsewhere nor for any other purposes whatsoever. It is further mutually agreed that at the maturity of said bonds, and at the maturity of any other bonds that may be issued under this mortgage, they and every of them may be paid and taken up by substitution, issue, and sale, and place thereof, of other bonds of said first party, of like character and bearing the same rate of interest; and all such issues and successive issues of bonds shall be countersigned by the said trustees named herein, their successors in said trust and assigns, and the aggregate amount at any one time outstanding shall not exceed the sum of nine hundred and sixty thousand (960,000) dollars. And the said parties of the second part, their successors in said trust and assigns, are hereby fully authorized and empowered, at the maturity of said bonds and at the maturity of each successive issue of said bonds under this instrument, as herein contemplated, to make, execute, and deliver, or cause to be made, executed, and delivered, from time to time, in due form of law and under the seal and in the name of said first party or otherwise, as they shall deem best, new bonds of like character as those herein described, bearing the same rate of interest, and to countersign and make sale of the same in the market for the purpose of paying and taking up the aforesaid first-mentioned bonds, and each and every successive issue of bonds that may be made, issued, and substituted in place thereof; and all such bonds as may be thus substituted and issued, whether in one or successive issues, shall be deemed and taken to be secured by this indenture of trust, in the same manner and to the same extent as are the bonds of said first party herein first described, provided that no bonds shall be substituted or issued under the provisions of this instrument, maturing later than the first day of November, A. D. nineteen hundred and sixty-nine (1969).

It is hereby expressly understood and agreed that the Illinois Grand Trunk Railway, for itself, its successors and assigns, shall execute and deliver any further reasonable and necessary conveyance of said premises or any part thereof to said parties of the second part, their successors in said trust and assigns, which counsel may advise for more fully conveying the said premises, and carrying into effect the objects and purposes of these presents and causing them to embrace the property and effects so conveyed or intended to be conveyed.

It is further mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to said second parties shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, reentry, or other act, and that the said second parties, their successors in said trust and assigns, having used reasonable care, shall not be liable for the mismanagement or want of proper management of said railroad and property, or any part thereof, and shall only be accountable for reasonable diligence in the management of said trust, and shall not be responsible for any agent employed by them when such agent shall have been employed

with reasonable precaution, and that the said parties of the second part, their successors in said trust and assigns, shall be entitled to reasonable compensation for their services in the management of said trust, and that the said trustees shall not in any manner be liable or responsible for the acts of each other to which they do not severally assent. And it is hereby agreed that in case of the death or resignation or mental inability of any one of said trustees to act in the matter of said trust, all his right, estate, interest, and power and control in the premises shall be divested, cease, and determine, and the said party of the first part, or its successors and assigns, and the surviving trustee, may mutually agree upon a new trustee to supply such vacancy; or failing to agree, the said party of the first part, its successors and assigns, may, or in case of its or their failure to take proceedings therefor for thirty (30) days, the holders of one-tenth of said bonds may apply to any court in the State of Illinois having jurisdiction of the premises to appoint a new trustee to fill such vacancy, and thereupon such new trustee shall become vested with all right, title, and interest requisite to enable him to execute with the other the purposes of this trust, without any further assurance or conveyance of the same. But if it should be deemed necessary, both or either of the parties hereto shall execute and deliver any and all such releases and conveyances for that purpose as counsel shall advise; it being expressly understood, however, that the surviving trustee, be fully competent to execute the purposes of this trust until such vacancy or vacancies shall be filled as herein provided.

And the said parties of the second part hereby accept the trust created by these presents.

In witness whereof, the said Illinois Grand Trunk Railway has caused its corporate seal to be hereto affixed, attested by its secretary, and its corporate name to be hereunto subscribed by its president, and the said parties of the second part have signed and sealed the same, all on the day and year first above written.

[SEAL] Illinois Grand Trunk Railway,
A. H. CASTLE,
President.

Attest:
L. C. ELLSWORTH, *Secretary.*

STATE OF ILLINOIS,
COUNTY OF COOK, } ss.
CITY OF CHICAGO.

Be it remembered that on this twenty-second day of November, A. D. 1870, before me, a notary public residing in the city of Chicago, in the county of Cook and State of Illinois, duly appointed by the governor of the State of Illinois to take acknowledgments and proofs of deeds and other instruments in writing under seal, to be used and required in said State of Illinois, personally came A. H. Castle, president of the Illinois Grand Trunk Railway, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, and who, being by me duly sworn, deposes and says that he resides in the county of Cook, city of

Chicago and State of Illinois, that he is president of the Illinois Grand Trunk Railway, that he knows the corporate seal of said Company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, that it was affixed thereto by authority and direction of the board of directors of said company, and that he signed the corporate name of said company by like authority of said board of directors, as president of said company; and acknowledged that he executed and delivered the said deed as his free and voluntary act, for the uses and purposes therein set forth, and that the said company also executed the said conveyance as its free and voluntary act, for the uses and purposes in said conveyances mentioned.

In witness whereof, I have hereunto set my hand and official seal this twenty second day of November, A. D. 1870.

[SEAL.] WILLIAM R. PAGE,
Notary Public.

Filed Nov. 23, 1870, at 8 A. M. No. 34 Dearborn Street, Room 5.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
BUREAU	November 23, 1870	53	628
KENDALL	November 23, 1870	E	31
LASALLE	November 23, 1870	141	463
WHITESIDE	November 23, 1870	54	228
WILL	November 23, 1870	121	303

APPOINTMENT OF TRUSTEE, March 8, 1886, William J. Ladd, successor to Stephen V. R. Thayer, deceased.

The Illinois Grand Trunk Railway and John N. Denison, sole surviving Trustee under the mortgage made by said Illinois Grand Trunk Railway to John N. Denison and Stephen V. R. Thayer, dated October, 1st. 1870, said Stephen V. R. Thayer having deceased and no appointment of a successor having hither been made, do hereby, pursuant to the provisions of said mortgage, agree upon and appoint William J. Ladd of Milton, Massachusetts, as the successor in said Trust of said Stephen V. R. Thayer deceased.

In Witness Whereof the said Illinois Grand Trunk Railway hereunto signs its Corporate name by J. L. Lathrop its President, thereto duly authorized by a vote of its Board of Directors passed on the Eighth day of March 1886., and the said John N. Denison signs his name as the sole surviving Trustee.

Illinois Grand Trunk Railway,
[SEAL] *By* JNO. L. LATHROP,
President.
JOHN N. DENISON,
Sole Surviving Trustee.

Attest:
L. O. GODDARD, *Secretary.*
March 24th 1886

I hereby accept the above appointment as Trustee under the said Mortgage.

WILLIAM J. LADD.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WHITESIDE	April 14, 1886	109	298
BUREAU	April 27, 1886	92	303
LA SALLE	May 24, 1886	230	301

DECREE, June 17, 1905, Circuit Court, La Salle County, Illinois.
Monday, June 12, 1905.

STATE OF ILLINOIS, }
LASALLE COUNTY. } SS.

Pleas, Proceedings, Judgments and Decrees before the Honorable Charles Blanchard, Samuel C. Stough and Richard M. Skinner, judges of the Thirteenth Judicial Circuit of the State of Illinois, at a regular term of the La Salle County Circuit Court begun and held at the County Court-House in the City of Ottawa in said County, and State, on the second Monday (being the 12th day) of June, A. D. 1905, and of the Independence of the United States of America the One Hundred and Twenty-ninth.

Present The Hon. Samuel C. Stough, Presiding Judge.
C. S. Cullen, State's Attorney.
Frank Trumbo, Sheriff.
Attest: J. L. Witzeman, Clerk.
J. L. WITZEMAN, *Clerk.*

Court Opened by Due Proclamation, According to Law.

Be it remembered, that on, to-wit, the seventeenth day of June, A. D. 1905 (the same being one of the days of the regular June Term of said Court for the year 1905 aforesaid) the following proceedings were had and entered of record in said Court in said cause:—

STATE OF ILLINOIS, }
COUNTY OF LASALLE. } SS.

In the Circuit Court thereof Term, A. D. 1905.

Henry Parkman, George H. Richards, and A. G. Stanwood, trustee, vs. The Illinois Grand Trunk Railway, William J. Ladd, trustee, and the Unknown heirs and devisees of John N. Denison, and Stephen V. R. Thayer, deceased.

DECREE.

This day come the complainants by Samuel Richolson, their solicitor, and it appearing that at the time of the filing of the bill of complaint herein an affidavit was also filed in due form that there were persons interested in the subject matter and premises in said bill of complaint mentioned,

whose names and places of residence were unknown, and who are designated in this suit as the Unknown heirs and devisees of John N. Denison and Stephen V. R. Thayer, deceased, and it further appearing that pursuant to the filing of said affidavit the Clerk of this Court has caused publication to be made in Ottawa Republican Times, a newspaper published in this County, containing a notice of the pendency of this suit, the names of the parties thereto, title of the Court and the time and place of the return of summons in the case, which publication was made once in each week for four successive weeks, to-wit, the first publication was on the 22nd day of April, A. D. 1905 and the last on the 20th day of May, A. D. 1905, and that more than forty days has intervened between the first publication as aforesaid, and the first day of this (June 1905) term of this Court, and that all things required by law to give the court jurisdiction of said defendants has been done; and it further appearing that the defendants, the Illinois Grand Trunk Railway and William J. Ladd, trustee, have duly filed their appearances, in said cause, to-wit, on the 20th and 25th days of April A. D. 1905 respectively, waiving service of process and consenting to a decree in accordance with the prayer of said bill, and the court having jurisdiction of all the parties to said cause and the subject matter, thereof, it is ordered that the said defendants and each of them be and they are hereby required to plead, answer or demur to the said bill of complaint and no plea, answer or demurrer, or other matter of defense being interposed herein by said defendants and they being now here three times solemnly called in open court, come not, nor does any person for them, but herein they make default, which is on motion ordered to be taken and the same is hereby entered of record. And it is ordered that the said bill of complaint be and the same is hereby taken as confessed by and against the said defendants and all of them.

Now in consideration of the foregoing and of the proof taken in said cause, the Court finds that all the material allegations in said bill of complaint contained are true, that the equities of this cause are with the complainants. It is therefore ordered, adjudged and decreed that C. I. Sturgis be and is hereby appointed trustee in the place and stead of John N. Denison, deceased, and that the appointment heretofore made of William J. Ladd, as trustee in the place and stead of Stephen V. R. Thayer, deceased, be and the same is hereby confirmed. It is further ordered, adjudged and decreed that the said C. I. Sturgis, now appearing and accepting said trust, that he and the said William J. Ladd, trustee, be and they are hereby vested with the legal title to said property, and all the right, title interest, estate and power, requisite to enable them to carry out the purposes of the trust described in the said bill of complaint without any further assurance or conveyance to them of the same.

S. C. Stough, *Judge.*

State of Illinois, } ss.
LaSalle County. }

I, J. L. Witzeman, Clerk of the Circuit Court, within and for said County and State aforesaid, do hereby certify the foregoing to be a full, true and complete copy of a certain decree entered of record June 17, 1905 in a

certain cause wherein Henry Parkman et al were complainants and the Illinois Grand Trunk Railway were defendants.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the official seal of said Court, at my office in Ottawa, Illinois, this 24 day of June A. D. 1905.

J. L. WITZEMAN,
Clerk of the Circuit Court.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
BUREAU	July 6, 1905	140	558
KENDALL	July 13, 1905	58	466
WHITESIDE	August 19, 1905	181	217

RELEASE, February 24 1906, C. I. Sturgis and William J. Ladd Successors in trust, to Illinois Grand Trunk Railway.

Know All Men By These Presents:—

That we, C. I. Sturgis of Chicago, Illinois, and William J. Ladd of Boston, Massachusetts, duly appointed and qualified as successors in trust in the places and steads respectively of John N. Denison and Stephen V. R. Thayer, deceased, trustees, in accordance with the terms and conditions of the trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant, bargain, remise, convey, release and quit-claim unto the Illinois Grand Trunk Railway Company a corporation organized and existing under the laws of the state of Illinois, all the right, title, interest, claim or demand whatsoever, of every nature and description, which we may have acquired in, to or by a certain Trust Deed, bearing date the first day of October, A. D. 1870, and recorded as follows: In the Recorder's Office of Will County, Illinois, November 23, 1870, in Book 121 of Mortgages, page 303; in the Recorder's Office of Bureau County, Illinois, November 23, 1870, in Volume 53 of Deeds, page 628; in the Recorder's Office of La Salle County, Illinois, November 23, 1870, in Book 141, page 463; in the Recorder's Office of Kendall County, Illinois, November 23, 1870, in Book "E" of Mortgages, pages 31 to 36 inclusive; in the Recorder's Office of Whiteside County, Illinois, November 23, 1870, in Book 54, page 228, to the premises therein described, to-wit:

All the present and in future to be acquired property of said Illinois Grand Trunk Railway, relating to the said railroad, and all the right, title, interest and equity of redemption, therein, that is to say, all the railroad of said first party now made, and to be constructed, extending from a point on the Mississippi River at Fulton, Rock Island, or intermediate those points in the said State of Illinois, by way of Prophetstown and Mendota to Joliet, and thence to Chicago or to the Indiana State line, including the right of way therefor, roadbed, superstructure, iron, chairs, ties, splices, bolts, nuts, spikes, and all lands and depot grounds, station houses, depots viaducts, timber and materials, and property purchased or to be purchased for the construction and completion of said section of railroad, and all the engines,

tenders, cars and machinery, and all kinds of rolling stock now owned or hereafter to be purchased by said first party for and to be used upon said railroad, all the revenues and income of said railroad, and all the franchises, rights, and privileges of said first party relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including all machine-shops, tools, implements and personal property used thereon or along the line of said railroad.

Also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, we have hereunto set our hands and seals this twenty-fourth day of February 1906.

C. I. STURGIS. [SEAL]
WILLIAM J. LADD. [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that C. I. Sturgis, successor in trust to J. N. Denison, deceased, personally known to me to be the same person who executed the foregoing instrument, as successor in trust, appeared before me this day in person and certified that he executed said instrument as successor in trust as his free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal this First day of March, 1906.

J. H. PETTIBONE [SEAL]
Notary Public.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, William R. Curtis, a Notary Public, in and for said county in the State aforesaid, do hereby certify that William J. Ladd, Successor in trust to Stephen V. R. Thayer, deceased, personally known to me to be the same person who executed the foregoing instrument, as successor in trust, appeared before me this day in person, and certified that he executed said instrument as successor in trust as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal this Twenty-fourth day of February, 1906.

WILLIAM R. CURTIS, [SEAL]
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WILL	March 16, 1906	419	201
BUREAU	March 31, 1906	J	145
LASALLE	April 13, 1906	406	385
KENDALL	April 21, 1906	22	538
WHITESIDE	May 4, 1906	174	175

AMERICAN CENTRAL RAILWAY

Western Air Line Railroad Company.
American Central Railway.

WESTERN AIR LINE RAILROAD COMPANY

This company was incorporated by Special Act of the Illinois Legislature in force February 9, 1853, with authority, to build a railroad from New Boston, easterly to Lacon. It was organized at Lacon March 2, 1853. It acquired right of way, and in 1857 began construction, but did not complete any part of its railroad.

By an amendment dated February 21, 1859, its name was changed to American Central Railway.

AMERICAN CENTRAL RAILWAY

This company was formed February 21, 1859, by change of name, and by an amendment March 13, 1869 was authorized to lease and sell its road and franchises.

The company was organized March 2, 1859 at Lacon. Of date June 25, 1859 the company made a Trust Deed to secure an issue of bonds to Isaac Seymour, Trustee, who died and of date January 14, 1865, John P. Yelverton was appointed his successor. Because of default in the payment of interest and in accordance with the provision of the Trust Deed, said Yelverton on May 10, 1865 sold the railroad to James S. Thompson and others, creditors, the deed being of the same date.

Of date July 1, 1865 said purchasers held a meeting at Galva, Illinois at which meeting, and as assignees and purchasers under the Original Charter of the company, they reorganized the company under its former name and charter and elected officers and directors.

Prior to October 1868 very little work was done towards the construction of the road, but of date October 12, 1868 a contract was made between the reorganized American Central Railway and the Chicago, Burlington & Quincy Railroad Company, acting by James F. Joy, President whereby the latter company agreed to provide the funds to construct and equip the road, and to take possession of the same when built, and operate it in perpetuity.

As part of the same arrangement the American Central Railway of date May 14, 1868 executed a mortgage on its road to James F. Joy and John N. Denison, as Trustees, to secure an issue of $1,250,000 bonds, and the lease contract of October 12, 1868 provided that the net proceeds from the operation of the road should be applied to meet the interest and retire the principal of said bonds. The road was completed and opened for traffic between Galva and New Boston (50.59 miles) in October 1869. No part of the grade east of Galva was used in the construction of the road. That portion between Galva and Wyoming was sold to the Peoria and Rock-Island Railroad Company in 1869, and the part east of Wyoming was abandoned.

By deed dated June 1, 1899 the road and franchises were conveyed in fee simple to the Chicago, Burlington & Quincy Railroad Company.

ACT OF LEGISLATURE

Approved February 9, 1853

AN ACT to incorporate the Western Air Line Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That Jabez Fisher, William Fisher, William Fenn, Silas Ramsey, Theodore Perry, Robert Boal, William Maxwell, Henry L. Crane, Samuel L. Fleming, Jeriah Borham, James Maxwell, Washington E. Cook, T. L. Fetter, James W. Callahan, J. J. Fenn, David Vernay, John Weir, Sanford Broadus, Jesse B. Bane, William B. Green, Reuben Bell, William Drury, James S. Thompson, Levi Willet, E. Gilmore, Thomas R. Vanmeter, T. J. Henderson, Oliver Whitaker, Elijah Iles and Peter Vanbergen, and their associates, successors and assigns, are hereby created a body corporate and politic, under the name and style of the "Western Air Line Railroad Company," with perpetual succession, and by that name be and they are hereby made capable, in law and in equity, to sue and be sued, plead and be impleaded, defend and be defended, in any court of law and equity in this or any other place; to make, have and use a common seal, and the same to renew and alter at pleasure; and shall be and are hereby vested with all powers, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act as hereinafter set forth; and the said company are hereby authorized and empowered to locate, construct and finally complete and put in operation, a railroad from the east bank of the Mississippi river, at the town of New Boston, in Mercer county, in this state, thence to the town of Lacon, in the county of Marshall, in this state, to the eastern line of this state, in the direction of Fort Wayne, in the state of Indiana, with privilege to locate said

road from said town of Lacon to the east line of this state, at a point not exceeding fifteen miles north or twenty-five miles south of a direct line drawn from Lacon to Fort Wayne; and for this purpose said company are authorized, upon the most eligible and direct route, to lay out their said railroad, not exceeding one hundred and fifty feet in width through the whole length, and for the purpose of erecting embankments, may take as much more land as may be necessary for the proper construction and security of said railroad.

§ 2. The capital stock of said company shall be two millions of dollars, which said capital stock of this company may, by order of the board of directors, be increased, when deemed necessary, to any amount not exceeding the actual, bona fide, estimated cost of construction and equipping said road; and subscriptions to the increased capital stock may adopt; the surplus money, if any remains after deducting the pay- board of directors of said company, which shall be divided into shares of one hundred dollars each, which shall be deemed personal property, and may be issued, certified, transferred and registered in such manner, and at such places as may be ordered and provided by the board of directors, who shall have power to require the payment of the stock subscribed, in the manner, and at the time, and in such sums as they may direct; and on the refusal or neglect on the part of the stockholders, or any of them, to make payment on the requisition of the board of directors, the share of such delinquent may, after thirty days' public notice, be sold at public auction, under such rules as the directors may adopt; the surplus money, if any remains after deducting the payments due, with the interest and necessary cost of sale, to be paid to the delinquent stockholder. The board of directors hereinafter named and approved shall cause books to be opened for subscription to the capital stock of said company, at such times and places, and in such manner as they shall direct: *Provided*, that as soon as two hundred thousand dollars of *bona fide* subscription shall be made to said capital stock, and five per cent. thereon paid, it shall be lawful for said company to commence the construction of said road: *Provided further*, that unless said company shall obtain *bona fide* subscriptions to their capital stock amounting, at least, to five hundred thousand dollars, and shall elect directors, and become fully organized within three years from the passage of this act, then this act shall be null and void.

§ 3. All the corporate powers of said company shall be vested in and exercised by a board of directors, to consist of not less than seven and not more than eleven in number, and such other officers, agents and servants as they shall appoint. The first board of directors shall consist of William Fisher, Theodore Perry, J. J. Fenn, E. Gilmore, James S. Thompson, Thomas J. Henderson and E. A. Whipple, who shall hold their office until their successors are elected and qualified. Vacancies in the board may be filled by a vote of two-thirds of the directors remaining; such appointees to continue in office until the next regular annual election of directors; the time, place and notice of said annual election to be determined by the said board of directors.

§ 4 The said company is hereby authorized, by their agents, surveyors and engineers, to cause such examination and survey to be made of the ground and country between the said town of New Boston and Lacon, and between the latter place and the said east line of this state, as shall be necessary to determine the best route for the proper line or course whereon to construct their said railroad; and it shall be lawful for said company to enter upon and take possession of and use all such lands and real estate as may be necessary for the construction and maintenance of their said railroad, its depots, side tracks, water stations, engine houses, machine shops, and other buildings and appendages necessary to the construction and working of said road: *Provided*, that all lands or real estate entered upon and taken possession of and used by said corporation, for the purposes and accommodation of said railroad, or upon which the site for said railroad shall have been located or determined by the said corporation, shall be paid for by said company in damages, if any be sustained by the owner or owners thereof by the use of the same for the purposes of said railroad; and all lands entered upon and taken for the use of said corporation which are not donated to said company, shall be paid for by said corporation, at such price as may be mutually agreed upon by the said corporation and the owner or owners of such land; and in case of disagreement the price shall be estimated, fixed and recovered in the manner provided for taking lands for the construction of public roads, canals, any other public works, as prescribed by the act concerning right of way, approved June 22d, 1852.

§ 5. If any person shall willfully, maliciously or wantonly, and contrary to law, obstruct the passage of any car on said railroad, or any part thereof, or any thing belonging thereto, or shall damage, break or destroy any part of the said road or implements or buildings he, she or they, or any person assisting, shall forfeit and pay to said company for every such offense treble the amount of damages that shall be proved before any competent court shall have been sustained, to be sued for in the name and behalf of said company; and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment in the same manner as other indictments are found in any county or counties, where such offense shall have been committed, and upon conviction, every such offender shall be liable to a fine not exceeding five thousand dollars for the use of the county where such indictment may be found, and may be imprisoned in the county jail for any time not exceeding nine months, at the discretion of the court.

§ 6. That the right of way and the real estate purchased for the right of way by said company, whether by mutual agreement or otherwise, or which shall become the property of the company by operation of law, as in this act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said land, as a compensation for the same, become the property of the company in fee simple.

§ 7. The said corporation may take and transport upon said railroad any person or persons, merchandise or other property, by the force and power of steam or animal, or any combination of them, and may fix, establish, take and receive such rates of toll for all passengers and property transported upon the same as the said directors [shall establish; and the said directors] are hereby authorized and empowered to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes, and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, which is hereby declared personal property, and transferable in such manner as shall be provided by the by-laws and ordinances of said company.

§ 8. In case it should at any time happen that an election of directors shall not be made any day in which, in pursuance of this act it ought to be made, the said corporation shall not for that cause be deemed dissolved, but such election shall be held at any other time directed by the by-laws of said corporation.

§ 9. Whenever it shall be necessary for the construction of said railroad to intersect or cross a track of any other railroad, or any stream of water or water course, or road or highway on the route of said road, it shall be lawful for the company to construct their railroad across or upon the same: *Provided*, that the said company shall restore the railroad, stream of water, water course, road or highway thus intersected or crossed to its former state, or in a sufficient manner not materially to impair its usefulness.

§ 10. Said company shall have power to unite its railroad with any other railroad or railroads now constructing, or which may hereafter be constructed within this state, which may cross or intersect the same on its line or in the states of Indiana and Iowa, or in either of the said last mentioned states, upon such terms as may be mutually agreed upon between the companies so connecting; and for that purpose full power is hereby given to said companies to make and execute such contracts with any other company or companies as will secure the objects of such connections.

§ 11. Said company is hereby authorized from time to time to borrow such sum or sums of money as may be necessary for completing and furnishing or operating their said railroad, and to issue and dispose of their bonds, in denominations of not less than five hundred dollars, bearing a rate of interest not exceeding ten per cent. per annum for any amount so borrowed, and to mortgage the corporate property and franchises, or convey the same by deed of trust to secure the payment of any debt contracted by said company for the purposes aforesaid; and the directors of said company may confer on any bond-holder of any bond issued for money borrowed as aforesaid, the right to convert the principal due or owing theron, into stock of said company, at any time not exceeding ten years from the date of the bond, under such regulations as the directors of said company may see fit to adopt; and all sales of such bonds that may be made at less than their par value shall be

good and valid and binding upon said corporation as if such bonds had been sold for the full amount thereof.

§ 12. Every conductor, baggage-master, engineer, brakeman, or other servant of said corporation employed in a passenger train or at stations for passengers, shall wear upon his hat or cap a badge which shall indicate his office, the initials or style of the corporation. No conductor or collector without such badge shall demand or be entitled to receive from any passenger any fare, toll or ticket, exercise any of the powers of his office, and no other of said officers or servants, without such badge, shall have any authority to meddle or interfere with any passenger, his baggage or property in forming passenger trains. Baggage or freight, or merchandise, or lumber cars shall not be placed in rear of passenger cars; and if they, or any of them, shall be so placed, and any accident shall happen to life or limb, the officer or agent who so directed or knowingly suffered such arrangement, and the conductor or engineer of the train shall each and all be held guilty of a misdemeanor, and be punished accordingly.

§ 13. A bell of at least thirty pounds weight, or a steam whistle, shall be placed on each locomotive engine, and shall be rung or whistled at the distance of at least eighty rods from the place where the said road shall cross any road or street, and be kept ringing or whistling at intervals until it shall have crossed said road or street, under a penalty of fifty dollars for every neglect, to be paid by said corporation, one half thereof to go to the informer, and the other half to the State, and to be liable for all damages which shall be sustained by any person by reason of such neglect. Said corporation shall cause boards to be placed, well supported by posts or otherwise, and constantly maintained across each public road or street, where the same is crossed by the railroad, on such elevation as not to obstruct the travel, and to be easily seen by travelers, and on each side of said board shall be painted in capital letters, at least the size of nine inches each, the words, "Railroad crossing! Look out for the cars!" But this provision shall not apply to streets in cities or villages, unless the corporation be required to put up such boards by the officers having charge of such streets.

§ 14. Said company are hereby authorized and empowered to make and establish a ferry across the Mississippi river at New Boston, to such a point on the Iowa shore of said river at the said company may be authorized or required to land at; and said company are also authorized and empowered to establish a ferry across the Illinois river, from any ground owned by them in the town of Lacon, to the opposite shore of said Illinois river, in said county of Marshall; and they are hereby authorized to make and use all necessary boats and apparatus, of all and every description whatsoever, advantageous and necessary, for the use of said company, at either or both of said ferries, and propel the same by horse, steam or any mode or power that the said company may deem best: Provided, that the company shall not use said ferries, or allow the same to be used, for any other purposes than those connected with or carrying out of the business of said railroad.

§ 15. The width of said road is to be determined by the said corporation, within the limits prescribed by the first section of this act.

§ 16. Said company shall have authority and power to improve all or either of their landings, at either or both of their ferries named in the fourteenth section of this act, by building a pier or piers, or making embankments into either or both of said rivers: Provided, that any such improvements does not interfere with the free navigation of either of said rivers.

§ 17. The directors herein named are required to organize the board by electing one of their number president, and by appointing a secretary and treasurer.

§ 18. None but stockholders in said company shall be eligible to the office of director in the same.

§ 19. Said company shall have the right of way over any lands belonging to this state, and it shall be lawful for said company to enter upon and take possession of and use, for the purpose of the construction or protection of said road, any lands belonging to the State, without being subject to any claim whatever, for damages.

§ 20. This act shall be deemed a public act, and shall be favorably construed for all purposes therein expressed and declared, in all courts and places whatever, and shall be in force from and after its passage.

Approved February 9, 1853.

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ACT OF LEGISLATURE Approved February 14, 1857.

AN ACT to amend "An Act to incorporate the Western Air Line Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That whenever the said railroad company shall enter upon and take possession of any lands for the purposes of the construction of said road, as provided for in the act to which this is an amendment, said lands shall be paid for by said company, in damages, if any be sustained by the owner or owners thereof in the construction of the said road across the same, as may be mutually agreed upon by said company and the owner or owners thereof; and in case of any disagreement in regard to the amount of damages sustained by such owner or owners, the damages shall be assessed, fixed and recorded in the manner provided in the "Act to provide for a general system of internal improvements," approved November, 1849.

§ 2. This act shall be in force from and after its passage.

Approved February 14, 1857.

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ACT OF LEGISLATURE

Approved February 21, 1859.

AN ACT to amend an act entitled "An Act to incorporate the Western Air Line Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That the name of the said Western Air Line Railroad Company be and the same is hereby changed to the name "American Central Railway;" and the said corporation, by its said new name, shall have all the powers, privileges, franchises and immunities, and continue in the same rights and relations, as to others, and be liable on its existing contracts, the same as it was or could be under its charter and under the laws of Illinois, before the name was so changed.

§ 2. In addition to the powers and authority already conferred by the act to which this is an amendment, the several townships through which said railroad is or may be located, and also all the townships on each side of said railroad line, any portion of which shall be within four miles of the same, now organized or which may hereafter be organized, are severally authorized and empowered to subscribe, in their corporate capacity, to the capital stock of said railroad company such an amount each as they may severally determine, not to exceed sixty cents per acre on the land embraced in such township at the time of voting on the proposition to subscribe, as hereinafter provided; and shall have full power and authority to issue their bonds, to the amount of such subscription, bearing interest at the rate of ten per cent. per annum; both principal and interest payable at such time and times as said township may severally provide: *Provided, however*, that said subscription to the capital stock of said railroad company shall be approved by a majority of the votes polled at any election to be held for that purpose, in such townships respectively, as hereinafter provided.

§ 3. Whenever any five or more of the voters of any such township shall deliver a requisition to the clerk thereof, stating the amount proposed to be subscribed to said capital stock, the number of bonds to be issued, the respective amounts thereof (no bond exceeding in amount one hundred dollars), the time when such bonds and interest shall be made payable, and requiring such clerk to call an election for the purpose of approving or disapproving such proposed subscription, it shall be and is hereby made his duty within ten days from the time such requisition shall be delivered to him or left at his place of residence, to give notice of such election, by posting, or causing to be posted, three notices thereof in three public places in said township at least ten days previous to such election. Said requisition may be in the following form:

To the Clerk of Township of ———, *County of* ———, *and State of Illinois:*

Pursuant to the statute in such case made and provided, we the undersigned, voters of said township, do hereby require you to call an election, to be held in said township, for the purpose of voting for or against the

subscription by said township to the capital stock of the —— Railroad Company, to the amount of —— thousand dollars, the bonds of said township bearing ten per cent. interest per annum, to be issued therefor, as the law directs, in the following amounts, and payable at the following times: —— bonds of $—— each, payable —— years from date (as the case may be). Dated this —— day of ——, A. D. 18—.

(Names of voters.)

The notice of such election may be in the following form:

ELECTION NOTICE.

Township of ———, County of ———, State of Illinois.

Whereas a requisition has been delivered to me, signed by upwards of five legal voters of said township, requiring me to call an election, for the purpose of voting for or against the subscription by the said township to the capital stock of the —— Railroad Company to the amount of —— thousand dollars, the bonds of said township bearing interest at the rate of ten per cent. per annum, for that purpose, to be issued in the following sums, payable at the following times: (Here enumerate bonds set forth in the requisition.)

Now, therefore, in compliance with such requisition, and by virtue of the authority in me vested by law, I do hereby give notice that an election will be held at ——, in said township, on the —— day of ——, A. D. 18—, for the purpose of voting "In Favor of Subscription," or "Against subscription," to the capital stock of said railroad company, and the issuing of the bonds of said township, in manner and form set forth herein. Dated this —— day of ——, A. D. 18—.

(Name.)

Clerk of said Township.

§ 4. On the day of such election, between the hours of eight o'clock A. M. and ten o'clock A. M., the voters assembled shall proceed to organize, by choosing, from amongst their number, three persons to act as judges of election and two to act as clerks of said election, after the manner provided in general elections, and who are hereby invested with equal powers and authority as judges and clerks of general elections, and shall conduct the same, when not otherwise provided by this act, after the manner in which general elections are conducted in this state, and shall be entitled to the same compensation as is allowed judges and clerks thereof.

§ 5. It shall be and is hereby made the duty of the judges and clerks of said township election, at the close thereof, which shall be at five o'clock in the evening of said day, to certify at the foot of the poll books of said election the result thereof, and to deliver such poll books and certificates to the clerk of such township, whose duty it shall be to file one of the same in his office, and the other in the office of the clerk of the county court of said county, within ten days from the day of such election.

§ 6. It shall be the duty of the county clerk, annually, thereafter, to compute and assess upon all the taxable property returned by each of said townships which shall have voted to subscribe a sufficient amount to pay such portion of the principal and the interest as may become due, annually, on all bonds issued by the respective towns, as well as all the expenses attending the election, levying, collecting and disbursing said tax, or incurred in any manner in carrying out the provisions of this act; which tax shall by said clerk be extended upon the collection books as other taxes are, and shall be collected and its payment enforced in the same manner and at the same time as the taxes for state and county purposes are now or may be collected and enforced; for which services the clerk of said county and the collector shall be entitled to the same fees and percentage as are allowed in other cases for like services, to be paid out of said township tax: *Provided*, that nothing herein contained shall be so construed as to prevent a further vote of votes being taken on the same subject matter by any township within the purview of this act and in the same manner.

§ 7. In all cases where such election shall result in favor of the subscription herein authorized, it shall be the duty of the supervisor of such township to make such subscription and to receive from said company the proper certificates therefor. He shall also execute, in the corporate name, and under the corporate seal of said township, the bonds of said township, and deliver the same to the president or secretary of said company, in proportional installments, as calls shall be made for payment of other subscriptions to the capital stock of said railroad company. Such bonds shall be signed by the supervisor and be countersigned by the clerk of the township in the name of which they shall be issued, and shall have interest coupons thereunto attached, to be signed by said clerk; and it shall be his duty to make and preserve a record of the issuing and delivery thereof: *Provided*, that any dividends, profits or proceeds that may, from time to time be receivable on said certificates of stock, shall be applied to the payment of the principal or interest of said township bonds, as the same may become due, together with all expenses connected with the same; and to this end such proceeds shall be paid over by the township officer receiving the same to the county treasurer, to be by him disbursed for the use of such township, as hereafter provided.

§ 8. It shall be the duty of the treasurer of the county in which such township or townships may be situated to pay out, from time to time, to the lawful holders of said bonds, as the same shall be presented to him, such amount or amounts as may be due thereon, as well as all necessary costs and charges, making proper indorsement or taking proper vouchers therefor. He shall also keep an account with each township making subscription, as aforesaid, of all moneys received by him and paid out on account of such township; which account shall at all times be open to the inspection of all persons wishing to examine the same. He shall also file in the office of the clerk of such township, on the first Monday in August of each year, a full account and report of his doings under

this act; and shall be entitled to receive, for his services herein, a like compensation as allowed him in other cases, to be paid from such tax.

§ 9. Such treasurer shall, on the expiration of his term of office, surrender and deliver up to his successor all the books, papers, moneys or effects, of whatever nature, that may have come into his possession by virtue of this act; and for any willful misappropriation or conversion to his own use of any moneys that may come into his hands under the provisions of this act, he shall be deemed guilty of and punishable for embezzlement.

§ 10. The taxes to be collected from said railroad company, for county and township purposes, by the several counties and townships through which said railroad runs, shall be paid to and set apart by the county treasurer as a sinking fund to redeem the principal of the bonds issued by any township or townships in such county.

§ 11. At all elections for officers or other questions voted upon by the stockholders of said company the supervisors of the town or towns that may subscribe to the stock of said company shall represent and cast the vote to which said stock shall be entitled.

§ 12. No neglect, omission, irregularity, informality or want of technicality, on the part of any persons authorized to carry out the provisions of this act, shall inure to the loss, defeat or disadvantage of said railroad company, or other holders of the bonds of said township, nor to the defeat or delay on the subscription to the capital stock of said railroad company, nor on the assessment, levying and collecting of the taxes for the payment of said bonds, nor for any other matter or thing done under or by virtue of this act, provided the provisions of the same shall have been substantially complied with.

§ 13. This act shall take effect and be in force from and after its passage, and any part or parts of the act to which this is an amendment, inconsistent with the provisions hereof, are hereby repealed.

APPROVED February 21, 1859.

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ACT OF LEGISLATURE Approved March 13, 1869.

AN ACT to authorize and enable certain railroad companies therein named to sell or lease their roads and franchises.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the American Central Railroad Company and the La Salle & Lafayette Railroad Company, or either of them, be and they or either of them, are hereby authorized and empowered to sell and convey, or lease perpetually or for a term of years, the whole or any part of either of their said roads, right of way, easements and other property, real and personal, together with all their rights, privileges and franchises, either before or after the completion of their said roads, or either of them, to any railroad company or corporation now incorporated, or that may be hereafter incorporated, in the State of Illinois, or

to any natural person or persons, on such terms and conditions as may be agreed upon between the contracting parties, and any such sale and conveyance or lease shall vest in the railroad company, corporation or other party purchasing or leasing said roads, or either of them, or any part of either of them, all rights of way, easements and other property, real and personal, owned by or belonging to said railroad companies, or either of them, together with the rights, privileges and franchises so sold and conveyed or leased, or intended to be so sold and conveyed or leased, as fully as if the rights, privileges and franchises had been originally granted to the railroad company, corporation or other party or parties purchasing the same, or as the same may be done by law.

§ 2. But no such sale, conveyance or lease of any part of either of said roads shall in any manner impair, lessen or in anywise interfere with the property, rights, privileges and franchises of the said American Central Railroad Company and La Salle & Lafayette Railroad Company, or either of them, not so sold and conveyed or leased, or not intended to be so sold and conveyed or leased, by any deed of conveyance, lease or contract made and executed by the said American Central Railroad Company [and] La Salle & Lafayette Railroad Company, or either of them, in the pursuance of the provisions of this act.

§ 3. This act shall be a public act, and shall be in force from and after its passage.

APPROVED March 13, 1869.

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REORGANIZATION, July 1, 1865 American Central Railway.
Galva, Henry County, Illinois, July 1st, 1865.

On the first day of July A. D. 1865 at Galva aforesaid, William J. Turner, James S. Thompson, John W. Hull, John S. Thompson, Wells Willits by James S. Thompson his proxy and attorney in fact, and Lewis W. Thompson by James S. Thompson his proxy and attorney in fact, personally met at the Railroad office of the American Central Railway of Illinois, to reorganize the American Central Railway Company of Illinois, as assignees of said Company under and by virtue of the original Charter granted by the Legislature of said State, by the name of the Western Air Line Railroad Company the subsequent amendments thereto and by virtue of the deed of conveyance executed to the said James S. Thompson, William J. Turner, John W. Hull, John S. Thompson, Wells Willits and Lewis W. Thompson, by John P. Yelverton, trustee of said Railway Company and which said deed bears date of the 10th day of May A. D. 1865.

On motion, John W. Hull of the City of New York was called to the chair and John S. Thompson appointed Secretary.

On motion it was unanimously resolved that the capital stock of the said American Central Railway Company be and is two millions of dollars fully paid and owned by the owners and purchasers thereof, subject to the conditions hereinafter contained.

And on motion it was further unanimously agreed, that the claims of Olof Johnson in his own right and with————representing 'Bishop Hill Colony', Wheeler B. Sweet, William F. Thomas, James S. Thompson and John S. Thompson, for services as contractors, for money advanced and for other services rendered prior to the sale of said road by said trustee, be and the same are hereby recognized and allowed against the Company to be paid in certificates of stock to be hereafter issued by the Company as reorganized, and convertible into first mortgage bonds at their pleasure after such bonds are issued by the Company as reorganized.

And it is further unanimously agreed, that in consideration that the said————Johnson, Wheeler B. Sweet and William F. Thomas pay to the said William J. Turner and other original purchasers of said road under said trust deed one third of the cost of said fifty-two outstanding bonds for the non payment of the interest on which the said road was sold as aforesaid by said trustee, together with all costs and expenses attending said sale.

The said————Johnson, Wheeler B. Sweet and William F. Thomas upon their assenting hereto and complying with all that is herein contained by signing their names hereto, shall be held and treated in all respects as the owners of said road to the extent of one undivided one third thereof and to that extent they shall have all and singular all and equal rights and privileges with the said Turner, Thompson and others, original purchasers thereof. And the said original purchasers in consideration aforesaid do hereby transfer and sell to the said Johnson, Sweet and Thomas the one undivided third thereof with the further agreement that if any further assessments may become necessary to vest in the said Johnson, Sweet and Thomas, the said one third interest the same shall be executed as may seem proper.

And it is further unanimously agreed that the said William J. Turner, James S. Thompson, John W. Hull, Wells Willetts, Lewis W. Thompson, John S. Thompson, Olof Johnson, Wheeler B. Sweet and William F. Thomas, be and are the joint owners and proprietors of said railway and of the capital stock paid up, excepting the amount of claims against the old company, which may hereafter be allowed to be paid in stock certificates.

And it is further agreed unanimously that the certificates of stock shall be issued hereafter by the Company as reorganized, to the said joint owners as last aforesaid in equal amounts of one ninth each for the whole of the capital stock paid up, less the claims of Olof Johnson in his own right, and with Jonas Enekson representing the Bishop Hill Colony, and to William B. Sweet, William F. Thomas, James S. Thompson and John S. Thompson as already provided for; which said last mentioned certificates of stock may be surrendered and become mortgage bonds taken in————thereof, when ever the Company shall issue second mortgage bonds.

And it is further unanimously agreed that each of the parties entitled to certificates of stock as herein provided, shall have any and all the rights of stockholders in the Company as the same shall be reorganized.

And it is further unanimously agreed that certificates of stock shall issue to the parties hereto, to-wit: William J. Turner, James S. Thompson, John W. Hull, Wells Willits, Lewis W. Thompson, John S. Thompson, Olof Johnson, Wheeler B. Sweet and William F. Thomas, for nine thousand dollars each, being the amount of the said fifty two bonds and interest thereon and expenses attending the sale of said road by said trustee, which may be converted into First Mortgage Bonds when the same are issued by the Company as reorganized, and which when so issued are to be held and regarded as a part of the paid capital stock aforesaid.

And it is further unanimously agreed, that for the purposes or reorganization, the claims aforesaid for work, money and services of said Johnson and others shall be fixed at the sum of one hundred and eighty eight thousand dollars. And the remainder of the capital stock of said Company shall be the remainder of two millions capital stock after deducting the said amount of one hundred and eighty eight thousand dollars. And that each party in interest shall be entitled to vote his several interest, and that the Directors hereafter to be elected shall audit and allow all claims specified, determining their respective amounts, and definitely fixing amounts to which each party is entitled of certificates of shares, and that others having just and honest claims against the old company for work and labor and for money advanced for the road, may come within a reasonable time and have such claims audited and determined by the board of Directors and receive certificates of stock therefor and in lieu thereof.

JOHN W. HULL
WM. J. TURNER
JOHN S. THOMPSON
JAMES S. THOMPSON
WELLS WILLITTS
(By JAS. S. THOMPSON, proxy)
LEWIS W. THOMPSON
(By JAS. S. THOMPSON, proxy
and att'y in fact.)

We do hereby accept and agree to the terms and conditions of the foregoing, this first day of July A. D. 1865.

OLOF JOHNSON
WHEELER B. SWEET
WM. F. THOMAS
BISHOP HILL COLONY,
By O. JOHNSON & JONAS ENICKSON
Att'ys in fact.

Office of the American Central Railway.

Galva, Ill., July 1st, 1865.

The stockholders of the American Central Railway of Illinois, under and by right of purchase of said railway at trustees sale made in the city

of New York on the 10th day of May A. D. 1865, as shown by deed of conveyance made by John P. Yelverton, dated New York: met at their office in Galva, Ill., for the purpose of reorganization.

There upon, Hon. John S. Thompson was called to the chair, and Wheeler B. Sweet appointed Secretary.

On motion of James S. Thompson, the stockholders proceeded to the election of Directors of the American Central Railway of Illinois. There upon the chair appointed William F. Thomas and John W. Hull, Tellers. On examination of the ballots the following gentlemen records votes as follows:

William B. Sweet, Galva, Ill., 2114 votes.
William F. Thomas, Wyoming, Ill., 2114 votes.
William J. Turner, Warsaw, Ill., 2013 votes.
Olof Johnson, Galva, Ill., 3161 votes.
Robt. C. Schenk, Ohio, Ohio, 2113 votes.
John W. Hull, ——— N. Y., 2113 votes.
Geo. M. Bruggiatta, ——— N. Y., 2113 votes.
Wells Willitts, New Boston, Ill., 2113 votes.
John S. Thompson, Aledo, Ill., 2276 votes.
James S. Thompson, New Boston, Ill., 2276 votes.
Lewis W. Thompson, Aledo, Ill., 2113 votes.

And therupon were duly declared elected as Directors of the American Central Railway of Illinois until the next annual meeting.

On motion, the meeting adjourned sine die.

John S. Thompson, President.
Wheeler B. Sweet, Secretary.

Office of the American Central Railway.
Galva, Ill. July 1st, 1865; 8 o'clock P. M.

Meeting of the Board of Directors held this 8 o'clock P. M., for the purpose of organization, and the election of permanent officers of the American Central Railway of Illinois.

Present: John S. Thompson, James S. Thompson, William J. Turner, Olof Johnson, Lewis W. Thompson (by proxy), Wells Willetts (by proxy), Wm. F. Thomas (by proxy), Geo. M. Bruggotta (by proxy), Robt. C. Schenck (by proxy), and Wheeler B. Sweet.

On motion of John S. Thompson, Olof Johnson was called to the chair and Wheeler B. Sweet appointed Secretary.

On motion of John W. Hull, the Board proceeded to the election of permanent officers of the American Central Railway Company of Illinois. The chair appointed William J. Turner and James S. Thompson, Tellers:

Whereupon the Board proceeded to ballot, which resulted as follows by unanimous vote:

Hon. John S. Thompson of Illinois, President:
John W. Hull of New York, Vice President:
Wheeler B. Sweet of Illinois, Secretary:
William Lowman of Illinois, Treasurer:
Robt. W. Hemenway of Vermont, Chief Engineer:

Who thereupon were by the chairman, declared as duly elected as permanent officers of the American Central Railway until the next annual meeting.

On motion the meeting adjourned until Monday morning at 8 o'clock A. M., of July 3rd, 1865.

OLOF JOHNSON, Chairman.

LEASE, October 12, 1868, American Central Railway to Chicago, Burlington & Quincy Railroad Company.

Memorandum of Agreement, made and entered into this twelfth day of October, A. D. 1868, by and between the American Central Railway Company of the first part and the Chicago, Burlington and Quincy Railroad Company of the second part, both corporations duly organized and existing by virtue of the laws of the State of Illinois enacted with reference to said corporations respectively.

Whereas, the said first party is duly authorized by its charter to locate, construct, and operate a railroad from the east bank of the Mississippi River at the town of New Boston, county of Mercer and State of Illinois, by the way of Galva to Lacon, and thence in the direction of Ft. Wayne, in the State of Indiana, to the east line of said State of Illinois, and is now presently engaged in the construction of that portion of its said railroad extending from its said western terminus to Galva in the county of Henry, and has already made considerable progress in the construction of the same, and expects soon to complete the construction thereof, so far as the grading and bridging and making the road-bed is concerned, and placing thereon the entire superstructure of said track, and at an early day to have the same in readiness to receive the rolling stock necessary to maintain and operate the same.

And whereas, for the purpose of obtaining rights of way, and the means to thus complete its road-bed, track and superstructure, it has executed and is about to negotiate in the market its bonds to the amount of eight hundred thousand dollars, in sums of one thousand dollars each, dated on the first day of July, A. D. 1868, and payable at any time not less than ten nor more than twenty years from the date thereof in the city of New York, with interest at the rate of eight per cent, payable semi-annually, free from government tax, which bonds it has secured by the execution and delivery of its first mortgage or deed of trust to James F. Joy and John N. Denison as mortgagees or trustees therein, upon its said road from its aforesaid western terminus to Galva in said county of Henry, and including the depot and depot grounds at each of said points, which said mortgage or deed of trust bears date the fourteenth day of May, A. D. 1868. And in order that there may be no doubt or question as to the value of said first mortgage bonds, or as to the prompt and certain payment of the interest coupons and principal thereof as they shall severally mature, it, the said first party, is desirous of, and has applied to the said second party for, certain aid and assistance in the premises, hereinafter more particularly mentioned.

And whereas, said section of said road covered by said mortgage intersects the railroad of said second party at said town of Galva, thereby making a continuous line over the road of said first party from Chicago to the Mississippi River at New Boston, and from and to which said section of said road of said first party and the country adjacent a large amount of traffic and travel will pass over the road of the said second party, and large advantages are thereby expected to be derived by said second party from the completion of said section of said railroad, and such connection with its said road, it, the said second party, has therefore deemed it advisable and expedient to render the aid and assistance herein specified, as it may lawfully do.

And whereas, the said first party will have exhausted all of its means in procuring the right of way, grading, bridging, tieing, and finally completing the track and superstructure of its said section of road, and is and will be wholly unable to maintain and operate the same, or to procure the rolling stock necessary to maintain and operate it as the business of the country and the public convenience requires, and has therefore for these reasons applied to the said second party to take a lease of said road, to maintain and operate the same, and to purchase and place thereon all the rolling stock that may be necessary to do the business of the country through which the said section of road of the said first party passes, and the said second party is willing to and has agreed to lease said road, and to equip, maintain, and operate the same.

Now, therefore, this indenture witnesseth: That the said party of the first part, in consideration of the premises and of one dollar to it in hand paid at the execution of this instrument, and of the covenants and agreements hereinafter contained, to be kept and performed by the said second party, its successors and assigns, hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said party of the second part, its successors and assigns, all the following-described property of the American Central Railway, that is to say: all that part of its said road extending from its western terminus at New Boston on the Mississippi River, in the county of Mercer and State of Illinois, to Galva in the county of Henry in said State, made or to be made, including the right of way and the land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the rails and other materials used thereon, procured or to be procured therefor, bridges, viaducts, culverts, fences, depots, grounds, and buildings thereon and to be placed thereon, also all cars, tools, materials, machinery, and all other property, real and personal, pertaining to said road or to the use thereof, now owned or which may hereafter be acquired by said first party, and used in and about the completion of said road-bed, track, and property, together with the rent or income to be had, levied, or derived therefrom, and all franchises, rights, and privileges of the said first party of, in, to, or concerning the same.

To have and to hold the above-described railroad premises and property, with the appurtenances, rights, privileges, and franchises thereunto belonging, or in any wise appertaining, unto the said party of the second

part, its successors and assigns, from the day of the date hereof for and during and until the full completion and end of the period and term of nine hundred and ninety-nine years.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, doth hereby covenant and agree with the said party of the first part, its successors and assigns, to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on said demised premises or any part thereof during the existence of this lease, and to save the said party of the first part, its successors and assigns, from all damage or expense by reason thereof.

And said party of the second part, in consideration of the premises, does also hereby covenant and agree with the said party of the first part, its successors and assigns, to take the possession of said demised railroad premises and property, and as soon as the said road-bed, track, and superstructure shall be completed ready for use, to purchase and place thereon all such engines, tenders, cars, and rolling stock as may be required for the transaction of the business of said demised road, and at all times during the continuance of this agreement to keep said road equipped with such and such an amount of rolling stock as the business of the country through which said road runs may reasonably require, and also during the continuance of this agreement maintain said demised road and property, and keep the same in repair, and to run and operate the same in connection with its own road or otherwise in such manner as shall accommodate the travelling and business public, and that it will at all times save the said party of the first part harmless from all damage or liabilities that may be incurred or occasioned by the said party of the second part in the maintenance and operation of said section of said demised railroad and property.

And the said party of the second part, in consideration of the premises, does hereby further covenant and agree with the said party of the first part, its successors and assigns, for the purpose of assisting the said first party as before mentioned, and to enable it to negotiate and make sale of its said first mortgage bonds at fair rates, that it will appropriate and set apart as a fund to purchase the said bonds of said first party in the market so long as they can be purchased at or below par and accrued interest, all the net profits which may accrue or come to it by reason of the transportation over its own road of the business, both freight and passenger, which may come or be furnished to it from or by the said demised road of the said first party, and which may come upon said demised road at any and all points between the junction at Galva and at and including New Boston on the Mississippi River, and also all the net profit which it may receive from the transportation of freight and passengers from any and all points on its own road, which are destined to and shall pass to any point on the said demised road of the first party west of Galva; which said net profits, in order that the amount thereof may be made as uniform and certain as practicable for the purpose of this contract, shall be deemed and taken to be fifty per cent of the gross amount earned by the said second party, by the transportation over its

own road of the said business, coming from or going unto the said demised road of the said first party. It being the intention of the parties to this instrument that the net profits so estimated and earned by the second party in the transportation of freight and passengers over its own road which may come from or pass to said demised road of the said first party, as aforesaid, shall constitute a fund for the purchase of said first mortgage bonds of the said first party so long as they can be purchased at or below par and accrued interest, the said second party thereby in effect receiving compensation for the transaction of such business beyond the expenses thereof, in the said mortgage bonds of the said first party at or below par and accrued interest.

It is mutually agreed by the parties hereto that the said party of the second part shall not be obliged or required to purchase said bonds or any of them beyond their par value and accrued interest; and if, in response to the notice to be published as hereinafter provided, the holders of said bonds shall not, within a reasonable time as herein stated, present them for sale at or below par and accrued interest, then the said second party shall not be required longer to retain or keep on hand the funds provided for the purpose, the understanding of the parties hereto being that when the bonds are worth more than par they are not to be purchased, and the funds so provided not being required for that purpose, the said party of the second part is at liberty to divide or appropriate the same like other earnings of said road; but it is expressly understood that when said bonds can be bought at par or for less than par value and accrued interest, then the funds to be provided for the year as hereinafter mentioned shall be appropriated and used for the purpose of purchasing the same and otherwise.

And the said second party hereby further agrees that on the first day of November in each year it will cause an account to be taken and stated of the amount of gross earnings which shall have accrued to it during the preceding year from the aforesaid business, and of the fifty per cent thereof which is to be appropriated to the purchase of the bonds of the said first party, and shall furnish to the party of the first part, its successors and assigns, and to the trustees of the bondholders under the said first mortgage of the said first party, each a copy of said accounts so to be stated, and that it will apply in the manner hereinafter set forth the several amounts so derived to the purchase of such of said bonds of the said first party as shall be offered at the lowest prices, not exceeding their par value and accrued interest, after the notice published as hereinafter provided.

And it is hereby mutually agreed that as soon as the said first party or the said trustees shall be informed of the amount of moneys applicable to the purchase of the said first mortgage bonds, and in the month of November in each year, they, the said trustees, shall advertise for proposals to sell said bonds for two weeks in a daily newspaper published in each of the cities of New York and Boston for the information of such of said first mortgage bondholders as may wish to sell any of said bonds under this agreement, and that if in response to said advertise-

ment no bonds are offered at or below par value and accrued interest, then the obligation of said second party hereto to purchase bonds for that year, and until another advertisement for proposals under this agreement shall have been made, shall cease; but this shall in no way affect the obligations of the said second party to purchase said bonds with the amount which may accrue as aforesaid, and be applicable thereto, from the earnings of any year thereafter.

It is also mutually agreed that the said first party shall cause this agreement, or the material parts of it, to be printed upon or attached to each of the bonds so as aforesaid to be sold by it, and which may be purchased by the said second party in virtue of this agreement; and that when any of said bonds have been purchased by the said second party, its successors and assigns, all liability of the party of the second part in reference thereto shall cease, and this agreement, or the material parts thereof, printed upon or attached to the said bonds so purchased, shall be cancelled by said trustees.

It is further agreed that the amount of the proposals for the sale of said bonds under the advertisement to be made as aforesaid, as soon as known, shall be certified by said trustees under said first mortgage of said first party to the said party of the second part, who shall thereupon, within fifteen days, furnish to the said trustees the amount of money necessary to purchase the amount of bonds ascertained as aforesaid, which said bonds, when and as soon as the same may be purchased by the said trustees, are to be delivered by them to the said second party hereto, its successors and assigns.

It is further mutually agreed and understood that the said first mortgage bonds, after they shall have been duly executed by the said party of the first part, shall be placed in the hands of the said trustees to be by them certified as required by this instrument, and to be held by them until sales thereof shall be made, when the same shall be delivered to the purchaser or purchasers thereof, upon the receipt by said trustees of the purchase money, which purchase money shall be held by said trustees and paid over to said party of the first part from time to time, upon their being satisfied that the same is necessary to and will be applied to the construction and completion of said section of road of the said first party between Galva and New Boston as aforesaid, to the end that all the money received for said bonds shall in good faith be applied, as the bondholders expect, solely to the construction and completion of said section of road and superstructure, for which alone they were intended.

In witness whereof, the said parties hereto have caused their corporate seals to be hereto attached and their corporate names to be hereto subscribed by their respective presidents, the day and year first above written.

AMERICAN CENTRAL RAILWAY,

[SEAL] By JOHN S. THOMPSON, *President.*

Attest: C. J. BARTLESON, *Secretary.*

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

[SEAL] By JAMES F. JOY, *its President.*

Attest: A. T. HALL, *Secretary.*

DEED, June 1, 1899, American Central Railway to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the American Central Railway, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Galva, in Henry County, extending thence westerly, via Arpee, to New Boston, in Mercer County, a distance of about fifty and sixty-three hundredths (50.63) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for nine hundred and ninety-nine (999) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause

to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

AMERICAN CENTRAL RAILWAY,

[SEAL] By J. C. PEASLEY, *President.*

Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS, *President.*

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared J. C. Peasley, President of the American Central Railway, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said American Central Railway; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said J. C. Peasley acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free

and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, }
COUNTY OF DES MOINES. } SS.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

[SEAL] W. F. MCFARLAND,
Notary Public for said County and State.

Recorded in Illinois:
Henry County, June 21, 1899, Book 205 Page 262.
Mercer County, June 23, 1899, Book 66 Page 445.

TRUST MORTGAGE, June 25, 1859. American Central Railway to Isaac Seymour, Trustee.

This Indenture made this twenty-fifth day of June in the year of our Lord one thousand eight hundred and fifty-nine, between the American Central Railway, a body corporate created by and under special act of the General Assembly of the State of Illinois approved February ninth, one thousand eight hundred and fifty-three by the name of The Western Air Line Railroad Company, and its corporate name having been afterwards changed to that of the American Central Railway, by act of said General Assembly approved February twenty-first in the year eighteen hundred and fifty-nine, party of the first part, and Isaac Seymour

residing and doing business in the City and State of New York, party of the second part. Witnesseth.

Whereas, the said party of the first—is expressly authorized and empowered in and by its Charter and other special or general acts of said General Assembly, to borrow money for the objects and purposes therein specified; and for such authorized objects and purposes said party of the first part is desirous of borrowing a sum not exceeding two millions and seven hundred and ninety thousand dollars, and of securing the payment of its corporate bonds or obligations, issued or negotiated therefor, by a mortgage or deed of trust to said party of the second part, as trustee as hereinafter set forth and provided.

And Whereas, to that end under and pursuant to lawful authority conferred by said charter and special and general acts aforesaid, the Board of Directors, of said party of the first part have resolved in substance and legal effect, that said American Central Railway, make, execute issue and negotiate and deliver under its corporate seal, its corporate bonds, bearing even date herewith, severally payable to William M. Caldwell or bearer at the Bank of North America in the city of New York, on the first day of January in the year eighteen hundred and eighty, with interest from and after the first day of January in the year eighteen hundred and sixty, at the rate of eight per centum per annum, payable at the same bank, semi annually, as follows. That is to say, that Twenty-five hundred of said bonds be made and issued for One Thousand Dollars each, and that Five hundred and eighty of said bonds be made and issued for Five Hundred Dollars each, in all Three thousand and eighty bonds, in the aggregate amounting to Two Million and Seven Hundred and Ninety thousand Dollars, and no more and that for a more specific identification thereof, the said three thousand and eighty bonds be numbered in a consecutive series from number one to number three thousand and eighty, both inclusive, and that upon the face of each bond shall be printed or engraved a certificate, signed by the party of the second part hereto to the effect that such bond is one of the three thousand and eighty bonds, intended to be secured by these presents, attached to which bonds shall be coupons for payment of the interest thereon as aforesaid, signed by the Secretary of said Company, but the body or principal obligation of each of said bonds to be signed by the President of the said Company and by the Secretary attesting the same.

And Whereas, said Board of Directors have further resolved under and pursuant to lawful authority conferred upon said party of the first part by its Charter and special and general acts aforesaid in substance and legal effect, that the President of said party of the first part execute and acknowledge in its name and on its behalf and under its corporate seal, and deliver to said party of the second part hereto, a mortgage or deed of trust, conveying, assigning and transferring to him in trust, all its corporate real and personal property, franchises and effects, as security for the payment of said three thousand and eighty bonds and the interest to grow due thereon; and that such mortgage or deed of trust should contain all and singular the covenants, provisos and conditions

hereinafter set forth, and that such mortgage or deed of trust, and the three thousand and eighty bonds thereby secured, be severally dated June twenty-fifth, eighteen hundred and fifty-nine.

And Whereas, said three thousand and eighty bonds are to contain express agreements, stipulations or provisions in substance and legal effect as follows:

In case said party of the first part hereto shall for the space of thirty days, make default in the payment of the semi-annual interest due or to become due upon any or either of said three thousand and eighty bonds; or in case said party of the first part shall fail as hereinbefore provided and covenanted to create and maintain a sinking fund to be applied in payment of said three thousand and eighty bonds and the interest due and to grow due thereon as hereinafter mentioned or to comply with the provisions hereinafter contained in respect of such sinking fund or in case the said party of the first part shall issue and sell or use a greater number of said three thousand and eighty bonds than are hereinafter stipulated to be issued proportionally as the work on its railway progresses that then and in either of said cases the whole principal sum of each and all said three thousand and eighty bonds shall immediately become due and payable anything in said bonds to the contrary thereof notwithstanding.

Now therefore this Indenture Witnesseth, that the said American Central Railway, the party of the first part hereto under, pursuant to, and by virtue of the express powers and authority conferred upon and vested in it by its charter and said acts of the General Assembly aforesaid, and under and pursuant to resolutions passed and adopted by its Board of Directors, and which are duly entered upon the official minutes of the said Board, and for and in consideration of the foregoing premises and especially for the purpose and with the intent of the better and more effectually securing the payment of said three thousand and eighty bonds with the interest due and to grow due thereon, equally in proportion to their respective amounts without preference to the holders of any of the said bonds over others by reason of priority in the time of their issue, and for and in consideration of one dollar and other moneys, lawful money of the United States of America by said party of the second part hereto, in hand fully and truly paid to the said party of the first part hereto, before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, enfeoffed, conveyed and confirmed, and by these presents doth grant, bargain, sell, assign, transfer and set over, enfeoff, convey and confirm, to the said Isaac Seymour, the said party of the second part, as Trustee, and in trust and to his successor or successors, all and singular the railway of the said party of the first part hereto, constructed or hereafter to be constructed from the town of New Boston, in Mercer County, Illinois to the eastern boundary of the State of Illinois in Kankakee County, together with all its lands, tenements, and hereditaments, acquired and appropriated, or which shall hereafter be acquired and appropriated, for the purpose of a right

of way for a single or double track railway as aforesaid, and all the appurtenances thereunto belonging; and also all its lands acquired and appropriated, or which shall hereafter be acquired and appropriated for depots, engine houses, car houses, station houses, warehouses, machine shops, work shops, superstructures, erections and fixtures; and also all and singular, the franchises, rights and privileges now owned, possessed or acquired, or which shall hereafter be owned, possessed or acquired, by said party of the first part; and also all the rails, bridges, ways, piers, depots, engine houses, car houses, station houses, warehouses, machine shops, work shops, erections, superstructures, fixtures, privileges, franchises and rights of said party of the first part, and all the lands, tenements, hereditaments and real estate acquired and appropriated wheresoever and whatsoever, now owned by said party of the first part, or which shall hereafter be owned by it, and also all and singular the locomotives, tenders, passenger cars, freight cars, and all other cars, carriages, tools, machinery and equipment for said railway now owned or which shall hereafter be owned or acquired by said party of the first part; and also all goods and chattels, now owned, or which shall hereafter be owned by said party of the first part, and in any way relating or appertaining or belonging to or connected with the said railway or the running or operating the same, together with all the rents, issues, income, profits, moneys, rights, benefits, and advantages derived or to be derived had or received therefrom by said party of the first part in any way whatsoever:—

—*To have and to Hold* all and singular the premises, rights, franchises, property, real and personal, hereinbefore and hereby assigned, mortgaged, pledged and conveyed or intended so to be, and every part and parcel thereof with all the appurtenances unto the same belonging or in anywise appertaining, unto the said Isaac Seymour, the said party of the second part, hereto, and his successor or successors, and his or their assigns. In Trust for the person or persons, firm or firms, bodies politic or corporate, who have heretofore or who shall hereafter at any time become the purchasers, or holders or owners of any or either of said three thousand and eighty bonds, amounting in the aggregate to two millions and seven hundred and ninety thousand dollars, and no more, without preference of any of such bonds over any of the others, by reason of priority in the time of their issue, subject to the terms, provisions and stipulations in said three thousand and eighty bonds contained and subject also to the provisions of the several acts of the said general assembly of the State of Illinois, affecting or relating to or binding upon the said party of the first part and also subject to the possession and management of said railway and property by said party of the first part and its successors or assigns, so long as no default shall be made in the payment of either the interest or principal of said three thousand and eighty bonds, or any or either of them, and so long as the said party of the first part shall well and truly observe, keep and perform all and singular, the covenants, agreements, conditions and stipulations in said three thousand and eighty bonds, and in this indenture contained and

set forth, and which are to be observed, kept and performed by and on the part of said party of the first part.

And the said American Central Railway, the party of the first part, hath covenanted and agreed, and by these presents doth for itself, its successors and assigns covenant and agree to and with the said party of the second part hereto and his successor or successors, in manner and form following, that is to say:

First. The said American Central Railway, the party of the first part, shall and will pay, or cause to be paid, all taxes, charges, rates, levies and assessments, imposed, assessed or levied or which may hereafter be imposed, assessed or levied upon the premises, franchises and property hereby mortgaged, conveyed or assigned, or intended so to be; and shall and will at its own proper cost, expense and charges, do or cause to be done all acts and things necessary or proper to be done or performed in order to preserve and keep valid and intact the lien or encumbrance upon all and singular the aforesaid premises, property, and franchises, hereby created or intended so to be; and further that the lien or encumbrance, created by the execution and delivery of this indenture, constitutes and is in fact, the first and only valid lien and encumbrance upon the premises, property and franchises therein described; and further that said party of the first part shall not and will not, at any time hereafter, or in any way or manner, interpose or avail itself of any extension laws, stop laws, valuation laws, appraisement laws, or any other laws of the State of Illinois now in force, or hereafter to be enacted and in force in said State, and which do or would alter, affect or impair, or which are or may be designed, intended or construed to alter, affect or change the rights and interests of said parties of the second part, as herein declared, or which shall in any way impede or obstruct the mode or manner of realizing, perfecting or enforcing the rights and interests of any of the holders or owners of said three thousand and eighty bonds, as herein provided, or which shall affect, change or alter the time, place, mode, means, or manner of perfecting, enjoying or enforcing any of such rights or interests as the same are herein declared.

Secondly. The said American Central Railway, the party of the first part, shall and will at any time or times hereafter, and from time to time, execute, acknowledge and deliver under its corporate seal, to the said party of the second part and his successor or successors, all such further and other assurances, deeds, mortgages, obligations, transfers, indentures and instruments in writing, and shall and will do and perform all such further or other acts or things, as shall or may be proper or necessary, or as their or his counsel, learned in the law, shall deem necessary, proper or expedient for the better or more effectually securing the payment of said three thousand and eighty bonds and the interest due and to grow due thereon, or for carrying into effect the true intent, design, objects, and purposes of these presents, or making, preserving, continuing and keeping valid and effectual the lien and encumbrance created or intended to be created by the execution, delivery

and recording of this indenture, upon all the property, real and personal, rolling stock, equipments, franchises and effects, now owned, possessed or acquired or which shall hereafter be owned, possessed or acquired by said party of the first part.

Thirdly. That no greater amount of the three thousand and eighty bonds hereinbefore provided for, shall from time to time be issued or put into circulation than at the rate of Fifteen Thousand Dollars of such bonds at their par value for each mile of the railway of said Company, actually completed and put in operation, and to that end it is hereby expressly declared and agreed by and between the parties hereto, that no more than seven hundred and fifty thousand dollars in amount, at their par value of the bonds hereinbefore provided for shall have placed upon them the certificate of the party of the second part, as Trustee, identifying them as entitled to the security of this mortgage or deed of trust as herein above provided, until at least fifty miles of said railway of the party of the first part shall have been actually completed and put in operation, and after such full completion of such fifty miles of such road, no more than an additional seven hundred and fifty thousand dollars in amount at their par value of such bonds, shall have placed upon them such certificate until at least an additional fifty miles of such railway shall have been in like manner completed and put in operation, and so from time to time, and at all times thereafter, in like manner, the amount of such bonds which may have placed upon them such certificate or which may be in any wise made entitled to the benefit of the security of this mortgage or deed of trust, shall be so restricted as that the whole amount of such bonds bearing such certificate shall not exceed the rate of Fifty Thousand Dollars per mile for portions of road of fifty miles each, theretofore actually completed and put in operation with not more than seven hundred and fifty thousand dollars in amount of such bonds applicable to the construction of a further fifty miles of such railway then in process of construction, except that after one hundred and fifty miles of said railway shall have been fully completed and put in operation, the remaining five hundred and forty thousand dollars in amount of such bonds for the construction of the remaining portion of such railway may be certified by said trustee; provided further nevertheless, that after affixing such certificate of such trustee to bonds for seven hundred and fifty thousand dollars or any less amount applicable as aforesaid to the construction of a given fifty miles of such road, no further issue of such bonds shall be certified by such trustee until all those so previously certified by him shall have been fully and in good faith used and applied to the construction of such road.

Fourthly. And for the purpose of further and more effectually securing the payment of said three thousand and eighty bonds, together with the interest due or to grow due thereon, that said American Central Railway, the party of the first part hereto shall and will set apart and appropriate all of the net earnings and receipts arising from the use and operation of its said railway, remaining after the payment of the actual

and necessary expense and incidental charges attending the management of the affairs of the Company, the working and operating of its said road and the keeping up and maintaining of its necessary and proper running connections, and after the necessary and proper expenditures for keeping the said railway in constant and safe working order, including any extraordinary outlay for repairs and refurnishing the road or the stock for working the same which may be occasioned by unforseen accidents or casualities, and shall establish out of the said net earnings, so to be set apart and appropriated, a sinking fund, which sinking fund shall be constituted and faithfully expended as follows; first, that so much thereof as shall be necessary for that purpose shall be semi-annually applied to meet and pay the interest due or to become due on each and all of said three thousand and eighty bonds, or on as many thereof as may have been up to that time issued and sold by said party of the first part and yet outstanding, and—secondly, that the entire residue and remainder of said sinking fund shall be held and applied, as far as the same will go, to the redemption and cancellation of the principal of said bonds, or as many of the same as shall have been issued and are then outstanding; with this further express provision and understanding, however, that not more than the sum of One Hundred and thirty-nine thousand and five hundred dollars, that is to say, five per centum of two millions seven hundred and ninety thousand dollars, the original aggregate amount of said three thousand and eighty bonds, shall be applied and paid toward the extinguishing of the principal of said bonds outstanding, in any one year, prior to the year eighteen hundred and eighty; but if there be found on the first day of January, eighteen hundred and sixty-two, or on the first day of January of any year thereafter, up to the first day of January, eighteen hundred and eighty, a sum remaining of said sinking fund, after paying all interest due on said bonds as aforesaid, exceeding one hundred and thirty-nine thousand and five hundred dollars, then such excess may at the discretion of the Board of Directors of said Company, be reserved and resumed from said sinking fund, to be returned into its general treasury and applied to the general uses and need of said American Central Railway, or to be declared and paid in dividend on the capital stock of said American Central Railway to the shareholders thereof, entitled to receive the same.

It is understood and agreed that the redemption of the said bonds or any of them before they become due shall be conducted as follows: The said party of the first part shall apply the whole of such sinking fund which up to the first day of January, eighteen hundred and sixty-two shall become applicable to the redemption of the principal of such bonds to the purchase of such outstanding bonds to an extent sufficient to absorb such funds applicable thereto at such lowest rate, not exceeding par as shall be agreed upon with the holder or holders thereof, and shall immediately cancel and deface such bonds, so redeemed with such sinking fund in such manner as that the same cannot again be put in circulation; and in the month of January in the year eighteen hundred and sixty-two, the party of the first part shall deliver to the party of

the second part, his successor or successors, an account in writing, verified by the oath of the President or Secretary of said Company showing the amount of the gross receipts of said railway, up to said first day of January, eighteen hundred and sixty-two, from the earnings thereof, the deductions therefrom for the purposes in that behalf above specified, and the net amount thus left applicable to such sinking fund, and the disposition which shall have been made of such net amount, and shall deliver to the party of the second part, his successor or successors, for his or their custody, the cancelled bonds, which shall have been so redeemed from said sinking fund up to the first day of January eighteen hundred and sixty-two; and thereafter in the month of January in each year, up to and including the month of January in the year eighteen hundred and eighty, the party of the first part shall deliver to the said party of the second part his successor or successors, a like account, verified in like manner, of the gross receipts of said railway for the year preceeding the first day of the said month of January, with the deductions therefrom and net amount applicable to such sinking fund, and disposition made of such net amount applicable to such sinking fund as aforesaid, and shall also deliver over in like manner to the said party of the second part, his successor or successors for custody, the cancelled bonds which shall have been redeemed from said sinking fund during such preceding year. But in case during the period up to January first eighteen hundred and sixty-two or during any succeeding year up to the first day of January eighteen hundred and eighty, the said party of the first part shall be unable to purchase or procure, at a rate not exceeding par, a sufficient amount of such outstanding bonds to exhaust the amount of such sinking fund, or proportion thereof as aforesaid, from time to time applicable to the redemption of the principal of said bonds, the said account to be delivered to the party of the second part his successor or successors, in January, eighteen hundred and sixty-two, and the said like accounts to be hereafter delivered in January of each year, shall exhibit the amount remaining unapplied from that cause, and thereupon it shall be the imperative duty of the party of the second part, his successor or successors, within thirty days after receipt of such account showing such unapplied amount of such sinking fund, in the City of New York to determine by lot, in a fair and impartial manner which of said bonds shall be subject to payment and redemption at par, out of said sinking fund or out of so much thereof as may be applicable thereto, in manner following, that is to say; the numbers upon all the then outstanding and unpaid bonds shall be placed in a box; each number on a single slip of paper, and so many and only so many of said slips of paper shall then be drawn from said box, by the party of the second part hereto, as shall be sufficient in the amount of the bonds represented by the numbers on such slips to exhaust the said unapplied amount of said sinking fund, and the holders of the bonds corresponding in the numbers thereon with the numbers on the slips so drawn, shall be compelled to receive payment of the principal thereof, and any interest which may then be due thereon, out of said sinking fund, at such

bank in the City of New York, as the party of the first part may select for that purpose, and to surrender them, with the coupons thereon thereafter to become due, to said party of the first part for cancellation, and when surrendered the same shall be immediately so cancelled in manner aforesaid, and the application of the funds thus used from time to time for the redemption of bonds, and the amounts and numbers of the bonds so redeemed and cancelled, shall be noted in the successive annual accounts to be delivered to said trustee; and all the said cancelled bonds shall be delivered to him for custody.

It is hereby declared that public notice shall annually be given by advertisement for thirty days in at least two newspapers in the City of New York of good circulation of the numbers of the bonds so drawn and made subject to redemption and payment out of said sinking fund, and of the bank at which they will be redeemed, and if not presented for redemption within six months from the publication of such notice they shall cease to draw interest after such six months.

Fifthly. The said American Central Railway, the party of the first part hereto, hath pledged, and hereby doth irrevocably pledge, for the purposes and objects hereinbefore specified, and in the manner aforesaid, to the said party of the second part, his successor or successors for the benefit of the holders of said bonds, the entire net earnings and receipts of its railway, subject only to the limitations aforesaid as to the amount to be applied in any one year to the redemption of bonds, before the year eighteen hundred and eighty, so long as and while any of said three thousand and eighty bonds shall be outstanding unredeemed and unpaid.

Sixthly. The said American Central Railway, the party of the first part hereto, shall and will, well and truly pay the said sums of money in said three thousand and eighty bonds mentioned, together with the semi annual interest due or to become due thereon, at the times, in the manner and at the place specified therein; and further, said American Central Railway hereby covenants and agrees, that in case it shall for the space of thirty days make default in the payment of the semi annual interest due or to become due upon any or either of said three thousand and eighty bonds, or in case it shall fail to create and maintain with and out of the net earnings and receipts of its railway as hereinbefore provided, a sinking fund, for and to be applied in payment or redemption of said three thousand and eighty bonds, in the manner hereinbefore specified, or to comply with the provisions herein contained in reference to such sinking fund, or in case it shall issue and use a number of said bonds to an amount exceeding the proportion hereinbefore limited and provided to be issued as the work progresses on its said railway, then and in either of said cases the whole principal sum mentioned in each and all of said three thousand and eighty bonds, shall forthwith become due and payable, and the lien or encumbrance hereby created for the security and payment thereof may be at once enforced, anything in said bonds, or in this indenture to the contrary thereof notwithstanding; and that it shall and may be lawful and the said party of the second

part and his successor or successors is and are hereby expressly authorized and empowered, and upon the request in writing of any two or more holders of any of said three thousand and eighty bonds, directed and required to enter into and upon, and to take actual possession of, all and singular the railway, premises, franchises, rights, property real and personal, and effects hereby granted, conveyed, mortgaged, pledged, assigned, transferred and set over, for the payment of said three thousand and eighty bonds and by himself or themselves or his or their agents, to take, collect and receive the total earnings, income and profits thereof and of every part thereof, or to be derived therefrom; and that the said party of the second part, his successor or successors may, and upon the written request of a majority in amount of such bonds then outstanding, shall within such reasonable time as he or they may deem proper, being not less than sixty days, and after public notice being made by advertising of at least eight weeks in one or more newspapers published in each of the cities of Lacon and Chicago in the State of Illinois, and in the City of New York, proceed to sell at public auction in the City of New York to the highest bidder, as well all and singular the said railway, rights and franchises as all other the property real and personal, and premises hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over or intended so to be, and all benefits and equity of redemption whatsoever of the said American Central Railway, the said party of the first part hereto, of in and to the same and every part and parcel thereof, together with the benefits of the franchise belonging thereto or connected therewith; and as the attorney or attorneys of the said American Central Railway, for that purpose by these presents duly appointed and constituted, the said party of the second part and his successor or successors shall have full power and authority to make, execute and deliver to the purchaser or purchasers thereof, good, valid and sufficient deed or deeds, conveyance or conveyances, assignments or transfers in fee, simple or otherwise, of said railway, lands, tenements, and real estate and of all and singular the said personal or other property, rights and premises hereby granted, assigned, transferred or conveyed as aforesaid; which sale so to be made as aforesaid and which deeds, conveyances, assignments, and transfers so to be made and delivered as aforesaid shall operate to convey, assign and transfer to, and vest in said purchaser or purchasers, all the right, title, interest and estate whatsoever, reversionary or otherwise of the said American Central Railway, the party of the first part, of, in and to the premises so sold, conveyed, assigned or transferred, and which said sale so to be made shall be a complete and perpetual bar both at law and in equity, against said American Central Railway, the party of the first part, its successors and assigns, and all persons or parties claiming by, from or under it or them in any wise or manner whatsoever; and that out of the moneys or proceeds arising either from said tolls, earnings or receipts of said railway and premises or out of or from said sale, so to be made as aforesaid, after first deducting the expenses, disbursements, costs, charges and counsel fees incurred in and

about the conducting of said sale, and the running and operating of said railway, the commission or compensation of said trustee, the said party of the second part and his successor or successors shall pay said three thousand and eighty bonds or so many thereof as shall then be outstanding and unpaid, together with all arrears of interest then due or owing upon the same, or in case of a deficiency in such proceeds to pay in full all such outstanding bonds, and interest, shall pay the same pro rata in proportion to the respective amounts owing thereon, without any preference of one over another by reason of priority of the time of issuing the same, rendering or paying over the surplus of all such moneys, if any there shall be, to the said party of the first part hereto, its successors or assigns.

This Indenture further witnesseth and these presents are upon the express condition, that upon the payment in full of said three thousand and eighty bonds and the interest due thereon, then these presents and the estate hereby granted shall cease and be void, and the said American Central Railway, the party of the first part shall be immediately and fully reinvested, with the said premises hereby granted in law and in fact without any entry or other act whatsoever; and that until default shall be made by said party of the first part hereto, either in the payment of the interest due or to grow due thereon, as aforesaid, or in the keeping and observing any of its covenants and agreements hereinbefore contained, the said American Central Railway, the party of the first part, and its successor and assigns, shall remain in the quiet and peaceable possession and enjoyment of the said premises and property hereby granted or conveyed or intended so to be as aforesaid.

And it is hereby mutually covenanted, granted and agreed, by and between the parties hereto, that in case of the death or mental incapacity of the said party of the second part or of his resignation of the said office of trustee, the said party of the first part, may by resolution of its Board of Directors, thereupon appoint a new trustee in his place; and so from time to time in case of the death, mental incapacity or resignation of the substituted trustee, his place may be filled in like manner; but in case of neglect by the party of the first part to appoint such new trustee at any time when a vacancy shall occur as aforesaid, or in case the trustee whom the said party of the first part shall so appoint shall not be satisfactory to the holders of a majority in amount of said bonds then outstanding, the holders of a majority in amount of said bonds then outstanding may by writing under their hands, appoint a new trustee to fill such vacancy, which appointment so made shall supersede that which may have been made by the party of the first part to fill the same.

And it is hereby declared, covenanted, granted and agreed that the new trustee to be appointed as aforesaid, shall immediately upon such appointment and without any further act, deed, conveyance or assurance, become vested with all the estate, trust, rights, powers and duties of the trustee in whose place he shall have been so appointed; but nevertheless the respective parties hereto, and their successors and as-

signs shall and will upon request, make, execute, and deliver, all such releases, conveyances and assurances, as shall be appropriate to vest in and confirm and assure to such new trustee, such estate, trust, rights, powers and duties according to the intent above expressed.

And it is hereby declared and agreed that in case the party of the second part or his successors in said trust, shall, upon default made, take possession of, or make sale of the said mortgaged premises, in pursuance of the provisions herein contained, he or they shall be entitled to receive and retain, from the rents, profits and proceeds of said premises, a reasonable compensation for his or their services in the care and management of said premises, and a reasonable commission or compensation for the sale thereof as aforesaid.

In Witness whereof, the said American Central Railway, the party of the first part hereto hath caused these presents to be subscribed by its President and attested by its Secretary and hath by express authority of a resolution of its Board of Directors caused its corporate seal to be hereunto affixed; and the said party of the second part, for the purpose of signifying his acceptance of the trusts herein and hereby created has hereunto subscribed his name and affixed his seal, all done the day and year first above written.

[SEAL] ROBT. C. SCHENK,
President of the American Central Railway.

Attest:
EDW'D E. TOBEY,
Secretary of the American Central Railway.

ISAAC SEYMOUR [SEAL]

Sealed and delivered in presence of M. Bangs.
As to Robert C. Schenck and Edward E. Tobey.
J. Russell, as to Isaac Seymour.

STATE OF ILLINOIS, }
COUNTY OF MARSHALL. } SS.

Be it remembered, that on this twenty-seventh day of June, A.D., 1859, before me the undersigned, a Notary Public within and for the County of Marshall, and State of Illinois aforesaid, duly commissioned and sworn, and authorized to take the acknowledgment of deeds, personally appeared Robert C. Schenck, President of the American Central Railway, and Edward E. Tobey, the Secretary of the said Company, and to me severally and personally known, as the President and the Secretary of said company, and as the real persons by whom and in whose names, as such President and Secretary, the foregoing instrument was subscribed and executed, and severally acknowledged before me, that they respectively subscribed and executed the foregoing instrument, for and in behalf of, and as the act and deed of said company, for the uses and purposes therein expressed, under express authority of resolutions of its Board of Directors duly passed and adopted; and the said Edward E. Tobey, Secretary as aforesaid, being by me duly sworn, de-

posed as follows: That he knows the corporate seal of said company, and that the seal affixed to the foregoing instrument is the corporate seal of said company, and was so affixed by the express order and direction of its Board of Directors, and under the authority of resolutions duly passed and adopted by said Board, and entered upon the minutes of its proceedings.

In testimony whereof, I have hereunto subscribed my name affixed my seal notarial, this twenty-seventh (27th) day of June in the year of our Lord one thousand and eight hundred and fifty-nine.

[SEAL] MARK BANGS,
Notary Public in and for the County of Marshall, and State of Illinois.

STATE OF NEW YORK, } ss.
CITY AND COUNTY OF NEW YORK. }

Be it Remembered that on this fourteenth day of July, A. D., 1859, before me, the undersigned, a commissioner in and for the City and County of New York, appointed by the Governor of the State of Illinois, under the laws of said State, with full power and authority to administer oaths and affirmations, and to take testimony and depositions and acknowledgments and proofs of deeds and instruments of writing under seal, to be used and recorded in the said State of Illinois, duly commissioned and qualified, personally appeared Isaac Seymour, to me personally known as the person described in and who executed the foregoing instrument, and acknowledged that he had executed the same for the uses and purposes therein expressed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year above written.

[SEAL] JOHN BISSELL,
Commissioner for the State of Illinois, in and for the City and County of New York.

Certificates of Record Endorsed on the Above Deed of Trust.

STATE OF ILLINOIS, } ss.
MERCER COUNTY. }

No. 1710.

I, Harvey S. Senter, Clerk of the Circuit Court in and for the County of Mercer, in the State of Illinois and ex-officio Recorder of Deeds in said County, do hereby certify that the annexed mortgage or trust deed was filed for record in my office, on the twenty-first day of July A. D., 1859, at two o'clock, P. M., and has been duly recorded forthwith with the accompanying certificates on page 116, and following, in Book F, of Real Estate Mortgages, in said Recorder's office.

In witness whereof, I hereto set my hand and affix the seal of the said Circuit Court at my office in Aledo, this 21st day of July, A. D., 1859.

[SEAL] HARVEY S. SENTER,
Clerk and Recorder.

STATE OF ILLINOIS, }
KNOX COUNTY. } ss.

I, Cephas Arms, Clerk of the Circuit Court, in and for the County of Knox, in the State of Illinois, and ex-officio Recorder of Deeds in said county, do hereby certify that the annexed mortgage or trust deed was filed for record in my office, on the 21st day of July A. D., 1859 at 7:00 o'clock A. M., and has been duly recorded forthwith with the accompanying certificates on pages 321, 322, 323, etc. and following in Book 10 in said Recorder's office.

In Witness Whereof, I hereto set my hand and affix the seal of the said Circuit Court at my office in Knoxville, this 21st day of July A. D., 1859.

[SEAL] CEPHAS ARMS, Clerk.
By H. TAYLOR, Dep. Clerk.

STATE OF ILLINOIS, }
STARK COUNTY. } ss.

I, Jefferson Winn, Clerk of the Circuit Court, in and for the County of Stark, in the State of Illinois, and ex-officio, Recorder of Deeds, in said county, do hereby certify that the annexed mortgage or trust deed was filed for record in my office, on the twentieth day of July A. D., 1859, and has been duly recorded forthwith with the accompanying certificates on pages 254 and following, in Book "T", in said Recorder's office.

In witness whereof, I hereto set my hand and affix the seal of the said Circuit Court at my office in Toulon, this 21st day of July A. D. 1859.

[SEAL] JEFFERSON WINN, Clerk and Recorder.
per T. A. FORMAN, Deputy.

STATE OF ILLINOIS, }
HENRY COUNTY. } ss.

I, Thomas Wiley, Jr., Clerk of the Circuit Court in and for the County of Henry, in the State of Illinois and ex-officio Recorder of Deeds in County, do hereby certify that the annexed mortgage or trust-deed was filed for record in my office, on the twenty-seventh day of July A. D. 1859, at twelve o'clock, M., and has been duly recorded forthwith, with the accompanying certificates on pages 442 and following, in Book 43, in said Recorder's office.

In Witness Whereof, I hereto set my hand and affix the seal of the said Circuit Court, at my office in Cambridge this 22d day of July, A. D., 1859.

[SEAL] THOMAS WILEY, JR., Clerk and Recorder.
By WM. L. DALRYMPLE, Deputy.

STATE OF ILLINOIS, }
MARSHALL COUNTY. } ss.

I, James Wescott, Clerk of the Circuit Court, in and for the County of Marshall, in the State of Illinois and ex-officio Recorder of Deeds in said County, do hereby certify that the annexed mortgage or trust-deed was

filed for record in my office, on the twenty-seventh day of July A. D. 1859, at 11 o'clock A. M. and has been duly recorded forthwith with the accompanying certificates on page "11" and following, in Book "1" in said Recorder's office.

In Witness Whereof, I hereto set my hand and affix the seal of the said Circuit Court, at my office in Lacon, this 28th day of July A. D., 1859.

[SEAL] JAMES WESCOTT,
Clerk and Recorder.

STATE OF ILLINOIS, } ss.
LASALLE COUNTY. }

No. 2260.

I, John F. Nash, Clerk of the Circuit Court, in and for the County of LaSalle, in the State of Illinois, and ex-officio Recorder of Deeds in said County, do hereby certify that the annexed mortgage or trust-deed was filed for record in my office, on the twenty-ninth day of July, A. D., 1859, at 7½ o'clock, A. M. and has been duly recorded forthwith, with the accompanying certificates on page "1" and following, in Book "71" in said Recorder's office.

In Witness Whereof, I hereunto set my hand and affix the seal of the said Circuit Court, at my office in Ottawa, this 29th day of July A. D., 1859.

[SEAL] JOHN F. NASH, Clerk and Recorder.
Per CHARLES W. HOOK, Deputy.

STATE OF ILLINOIS, } ss.
LIVINGSTON COUNTY. }

I, Benjamin W. Gray, Clerk of the Circuit Court and ex-officio Recorder of Deeds, &C in and for the aforesaid County and State, do hereby certify that the annexed mortgage or trust-deed was filed for record in my office on the second day of August, A. D., 1859, at the hour of 10 o'clock, A. M., and has been duly recorded forthwith with the accompanying certificates in Book "O" on pages from 233 to 244 inclusive, in said Recorder's office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Circuit Court, at Pontiac, in said County, this second day of August, in the year of our Lord, eighteen hundred and fifty nine.

[SEAL] B. W. GRAY, Clerk.
By A. W. COWAN, Deputy.

STATE OF ILLINOIS,. } ss.
KANKAKEE COUNTY. }

No. 12673.

I, Philip Worcester, Clerk of the Circuit Court and ex-officio Recorder in and for said County in the State aforesaid do hereby certify that the above and foregoing mortgage was filed for record in my said office on

the fourth day of August, in the year A. D., 1859, at five and one half o'clock A. M. and duly recorded in Book No. 21, at pages No. 212, 213, 214, 215, 216, 217, 218, 219, 220, 221 and 222.

Attest my hand and the seal of our said Court hereto affixed at office in Kankakee City in the County and State aforesaid, this fourth day of August, A. D., 1859.

[SEAL] P. WORCESTER, Clerk and Recorder.
By A. M. WOOLLEY, Deputy.

STATE OF ILLINOIS, }
IROQUOIS COUNTY. } ss.

No. 2444.

I, Thomas Vennum, Clerk of the Circuit Court and ex-officio Recorder in and for said County in the State aforesaid do hereby certify that the above and foregoing mortgage was filed for record in my said office, on the seventeenth day of August, A. D., 1859 at nine and one half o'clock A. M. and duly recorded in Book No. 18, at pages from 438 to 452 inclusive.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Court at my office in Middleport, in said County, this seventeenth day of August, A. D., 1859.

[SEAL] THOMAS VENNUM, Clerk.
By W. H. TAYLOR, Deputy.

Certificates that the Railway and Property are Free from All Other Incumbrances.

STATE OF ILLINOIS, }
MERCER COUNTY. } ss.

I, Harvey S. Senter, Clerk of the Circuit Court and ex-officio Recorder of Deeds &C. within and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office against the American Central Railway and for all deeds, leases, mortgages, conveyances, and incumbrances, executed by or on behalf of said company, upon its railway and other property, real, personal, or chattel, and there is not any judgment or decree docketed in said office against said company; and that there is not any deed, lease, mortgage, conveyance or other incumbrance executed by, or on behalf, of said American Central Railway, on file or of record in said office upon or against any of the property, real, personal, or chattel, of said company, except a mortgage or deed of trust executed by said company to Isaac Seymour, Trustee bearing date the twenty-fifth day of June A. D., 1859, and recorded on the (21st) twenty-first day of July A. D., 1859, in Book F. of mortgages, on page 116 and following pages in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of said Court (which is my official seal), at my office in

the town of Aledo, in said county, on this twenty-first day of July A. D., 1859.

[SEAL] HARVEY S. SENTER,
Clerk of the Circuit Court and ex-officio Recorder of Deeds in and for said County.

STATE OF ILLINOIS, } ss.
COUNTY OF KNOX. }

I, Cephas Arms, Clerk of the Circuit Court and ex-officio Recorder of Deeds, &C., within and for the aforesaid County and State, do hereby certify, that I have searched in my office for all judgments and decrees, docketed in said office against the American Central Railway, and for all deeds, leases, mortgages, conveyances, and incumbrances, executed by, or on behalf of said company, upon its railway and other property, real, personal, or chattel, and there is no judgment or decree docketed in said office against said company; and that there is no deed, lease, mortgage, conveyance, or other incumbrance, executed by, or on behalf of, said American Central Railway, on file or on record in said office, upon or against any of the property, real, personal, or chattel, of said company, excepting a mortgage or deed of trust, executed by said company to Isaac Seymour, Trustee, bearing date the twenty-fifth day of June A. D., 1859, and recorded on the 21st day of July A. D., 1859 in Book Ten, in my office on page 321, and the next following pages.

In Testimony Whereof, I have hereunto subscribed my name, and affixed the seal of said Court (which is my official seal) at my office in the City of Knoxville, in said County, on this 21st day of July A. D., 1859.

[SEAL] CEPHAS ARMS, Clerk of the Circuit Court, and ex-officio Recorder of Deeds in and for said County.

STATE OF ILLINOIS, } ss.
COUNTY OF STARK. }

I, J. Winn, Clerk of the Circuit Court, and ex-officio Recorder of Deeds, &C., within and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office against the American Central Railway, and for all deeds, leases, mortgages, conveyances, and incumbrances, executed by and in behalf of said Company, upon its railway and other property, real, personal or chattel, and there is not any judgment or decrees docketed in said office against said company and that there is not any deed, lease, mortgage, conveyance, or other incumbrance executed by or on behalf of said American Central Railway, on file or of record in said office, upon or against any of the property, real personal, or chattel, of said Company, except a mortgage or deed of trust, executed by the said company to Isaac Seymour, Trustee, bearing date the twenty-fifth day of June A. D., 1859, and recorded on the twentieth day of July A. D., 1859 in Book T, in my office on page 254, and the next following pages.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of said Court (which is my official seal), at my office in the Town of Toulon, in said County, on this twentieth day of July A. D., 1859.

[SEAL] JEFFERSON WINN, Clerk of the Circuit Court and ex-officio Recorder of Deeds in and for said County.
By T. A. FORMAN, Deputy

STATE OF ILLINOIS, } ss.
COUNTY OF HENRY. }

I, Thomas Wiley, Jr., Clerk of the Circuit Court and ex-officio Recorder of Deeds &C., within and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office against the American Central Railway, and for all deeds, leases, mortgages, conveyances, and incumbrances, executed by or on behalf of said company, upon its railway and other property, real, personal, or chattel, and there is not any judgment or decree docketed in said office against said company; and, that there is not any deed, lease, mortgage, conveyance, or other incumbrance, executed by or on behalf of said American Central Railway, on file or of record in said office upon or against any of the property, real, personal, or chattel of said company except a mortgage or deed of trust executed by the said company to Isaac Seymour, Trustee, bearing date the 25th day of June, A. D., 1859, and recorded on the 22d day of July, A. D., 1859, in Book 43, in my office, on page 442 and the next following pages.

In Testimony Whereof, I have hereunto subscribed my name, and affixed the seal of the said Court (which is my official seal), at my office in Cambridge, in said county, on this 25th day of July, A. D., 1859.

[SEAL] THOMAS WILEY, JUN'R, Clerk of the Circuit Court and ex-officio Recorder of Deeds in and for said County.

STATE OF ILLINOIS, } ss.
COUNTY OF MARSHALL. }

I, James Wescott, Clerk of the Circuit Court, and ex-officio Recorder of Deeds, &C., within and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office, against the American Central Railway, and for all deeds, leases, mortgages, conveyances, and incumbrances, executed by or on behalf of said company, upon its railway, and other property, real, personal and chattel, and there is not any judgment or decree docketed in said office against said company and that there is not any deed, lease, mortgage, conveyance, or other incumbrance, executed by or on behalf of said American Central Railway on file or of record in said office upon or against any of the property, real, personal, or chattel of said company, except a mortgage or deed of trust, executed by the said company to Isaac Seymour, Trustee bearing date the twenty-fifth

day of June A. D., 1859, and recorded on the 28th day of July A. D., 1859 in Book I. in my office, on page 11, and the next following pages.

In Testimony Whereof, I have hereunto subscribed my name, and affixed the seal of said Court (which is my official seal), at my office in the City of Lacon, in said County, on this twenty-eighth day of July, A. D., 1859.

[SEAL] JAMES WESCOTT, Clerk and Recorder.

STATE OF ILLINOIS } SS.
COUNTY OF LASALLE. }

I, John F. Nash, Clerk of the Circuit Court, and ex-officio Recorder of Deeds &C., within and for the said County and State, do hereby certify that I have searched in my office for judgments and decrees docketed in said office, against the American Central Railway for all deeds, leases, mortgages, conveyances, and incumbrances, executed by or on behalf of said Company, upon its railway and other property, real, personal, and chattel, and that there is not any judgment or decree docketed in said office against said Company, and that there is not any deed, lease, mortgage, conveyance, or other incumbrance, executed by or on behalf of said American Central Railway, on file or on record in said office, upon or against any of the property, real, personal or chattel, of said Company, excepting a mortgage or deed of trust executed by the said Company, to Isaac Seymour, Trustee, bearing date the 25th day of June A. D., 1859, and recorded on the 29th day of July A. D., 1859, in book 71 in my office, on page 1 and the next following pages.

In Testimony Whereof, I have hereunto subscribed my name, and affixed the seal of said Court (which is my official seal), at my office in Ottawa, in said County, on the 29th day of July A. D., 1859.

[SEAL] JOHN F. NASH, Clerk.
Per GILES HARRINGTON, JR., Deputy.

STATE OF ILLINOIS } SS.
LIVINGSTON COUNTY. }

I, Benjamin W. Gray, Clerk of the Circuit Court, and ex-officio Recorder of Deeds, in and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office against the American Central Railway, and for all deeds, leases, mortgages, conveyances and incumbrances executed by or on behalf of said Company upon its railway and other property real, personal and chattel, and that there is no judgment or decree docketed against said Company, and that there is no lease, deed, mortgage conveyance or other incumbrance executed by or on behalf of said American Central Railway, on file or record in said office, upon or against any of the property real, personal or chattel of said Company excepting a mortgage or deed of trust executed by said Company to Isaac Seymour, Trustee, bearing date the 25th day of June A. D., 1859, and recorded on

the 2d day of August A. D., 1859 in book O. on page 233, and the next following pages.

In Testimony Whereof, I have hereto subscribed my name and affixed the seal of said Court (which is my official seal), at my office in Pontiac, in said County on this 2d day of August A. D., 1859.

[SEAL] B. W. GRAY, Clerk.
Per A. W. COWAN, Deputy.

STATE OF ILLINOIS } ss.
KANKAKEE COUNTY }

I, Philip Worcester, Clerk of the Circuit Court, and ex-officio Recorder in and for said county, in the state aforesaid, do hereby certify that I have carefully examined the records and all of them, in my office or appertaining thereto in relation to incumbrances existing upon any of the property of the American Central Railway and that there are no judgments, decrees, deeds, leases, mortgages or trust deeds or any other incumbrances of what kind or nature so ever against any of the property, real, personal, or chattel, of the said American Central Railway as appears from the records and files of my said office to this date to wit: August 5th A. D., 1859, at four o'clock P. M. except a certain mortgage or deed of trust executed by the said American Central Railway on the 25th day of June A. D., 1859, to Isaac Seymour, Trustee, and by me recorded in my said office on the fourth day of August A. D., 1859, at five and one half o'clock A. M. in book No. 21 of deeds &C., from page No. 212 to 222 inclusive.

Attest my hand and the seal of our said Court hereto affixed at office in Kankakee City in County and State aforesaid, this fifth day of August A. D., 1859.

[SEAL] P. WORCESTER,
By A. M. WOOLLEY, Deputy.

STATE OF ILLINOIS } ss.
IROQUOIS COUNTY. }

I, Thomas Vennum, Clerk of the Circuit Court and ex-officio Recorder of Deeds &C., in and for the aforesaid County and State, do hereby certify that I have searched in my office for all judgments and decrees docketed in said office against the American Central Railway and for all leases, deeds, mortgages, conveyances and incumbrances, executed by or on behalf of said company, upon its railway and other property, real, personal, or chattel and there is no judgment or decrees docketed in said office against said Company and that there is no deed, lease, mortgage, conveyance or other incumbrance executed by or on behalf of said American Central Railway on file or record in said office, upon or against any of the property, real, personal, or chattel of said company, excepting a mortgage or deed of trust executed by said company to Isaac Seymour, Trustee, bearing date the 25th day of June, A. D., 1859, and recorded

on the 17th day of August A. D., 1859, in book No. 18 on page 438 and the next following pages.

In Testimony Whereof, I have hereto subscribed my name and affixed the seal of said Circuit Court (which is my official seal), at my office in Middleport in said county, on this 17th day of August A. D., 1859.

[SEAL] THOMAS VENNUM, Clerk.

APPOINTMENT OF NEW TRUSTEE

January 14, 1865 to John P. Yelverton, Trustee with order to sell.

To all Men. Know ye that heretofore, to-wit, on the twenty-fifth (25th) day of June A. D. One Thousand Eight Hundred and Fifty-nine, (1859) The American Central Railway of Illinois executed, acknowledged and delivered a certain Trust Deed or Mortgage, bearing date the day and year aforesaid, to Isaac Seymour as Trustee, to secure to the holders thereof the payment of the Bonds and interest thereon, in Said Trust Deed or Mortgage, which said Trust Deed or Mortgage is and was duly recorded in the several counties of the State of Illinois through which the road of the said American Central Railway runs, and whereas, under and by virtue of said Mortgage or Trust Deed the said Trustee sold and delivered certain Bonds of said Railway described, being Bonds numbered from one to fifty (1 to 50) both inclusive and bonds numbered five hundred and ninety-nine (599) and six hundred (600) for one thousand dollars each and amounting to Fifty-two thousand dollars ($52,000) principal, they being all the Bonds issued and sold under and by virtue of said Trust Deed or Mortgage by said Trustee,

And Whereas also the undersigned are the lawful holders of all of said Bonds numbered as aforesaid, and whereas, also, the said American Central Railway Company have failed to pay any interest on said Bonds so numbered as aforesaid or either of them, or to provide a sinking fund as in and by said Mortgage or Trust Deed is provided and agreed and the whole of said bonds as well as the interest due thereon according to the said Trust Deed or Mortgage and the coupons attached to said Bonds all the interest coupons being thereto attached, except Coupon No. One (1) to each of said bonds being now due and unpaid,

And Whereas, also, the said Isaac Seymour having departed this life and the said Railway Company having failed to appoint his successor, and the undersigned being the holders of a majority in amount of said bonds outstanding, do, therefore, by these presents make, constitute and appoint John P. Yelverton, Esq., of the City and State of New York, Trustee of said Trust as the successor of the said Isaac Seymour, deceased, with all the powers, rights and duties of Trustee under said Mortgage or Trust Deed,

And we do further authorize and enpower the said Trustee to demand, sue for and recover of the executor or executors, administrator or administrators of the said Isaac Seymour, deceased, or other person or persons, all title papers, bonds and whatsoever belongs of right

under and by virtue of said Trust Deed or Mortgage as the successor of said Isaac Seymour, deceased,

And we do hereby further request the said John P. Yelverton as Trustee aforesaid, to advertise and sell the said Road of the said American Central Railway Company together with everything thereunto appertaining under and by virtue of the said Trust Deed or Mortgage for the purpose of satisfying and discharging the principal and interest of the Bonds, numbered as aforesaid, and held by us, as in and by said Trust Deed or Mortgage is provided.

In Testimony Whereof, we have hereto signed our names this 14th day of January, A. D., 1865.

John S. Thompson, James S. Thompson, Wells Willits, Wm. J. Turner, Lewis W. Thompson.

STATE OF ILLINOIS, } ss.
COUNTY OF MERCER. }

I, A. F. Waterman, Notary Public in and for said County, do hereby certify that James S. Thompson, Wells Willits, William J. Turner, Lewis W. Thompson and John S. Thompson, whose genuine signatures appear signed to the foregoing instrument as having executed the same, and who are personally known to me to be the identical persons whose signatures are thereto subscribed as having executed the same, and they severally acknowledged that they had executed the same voluntary and freely for the uses and purposes therein expressed having this day severally appeared before me and made such acknowledgement.

In Testimony Whereof, I have hereto signed my name and affixed my Notarial Seal at the City of New Boston in said County this 14th day of January, A. D. 1865.

[SEAL.] AMOS F. WATERMAN, N. P.

DEED, May 10 1865, John P. Yelverton, Trustee to James S. Thompson, et al.

This Indenture made and entered into this Tenth day of May A.D. One Thousand Eight Hundred and Sixty five. Between John P. Yelverton, Trustee of the American Central Railway of Illinois of the one part and James S. Thompson, William J. Turner, Wells Willits, Lewis W. Thompson, John W. Hull and John S. Thompson of the other part: Witnesseth that whereas on the 25th day of June A. D. 1859 the said American Central Railway executed, acknowledged and delivered to Isaac Seymour late of the City and State of New York, as Trustee a certain Trust Deed or Mortgage bearing date the day and year last aforesaid conveying or mortgaging in Trust to The said Isaac Seymour as Trustee and to his successor or successors all and singular the Railway of the said American Central Railway constructed or to be constructed from the Town (now City) of New Boston in Mercer County, Illinois

to the Eastern boundary of the State of Illinois in Kankakee County together with all its lands tenements, hereditaments acquired and appropriated for the purpose of a right of way for a single or double track railway and all the appurtenances thereunto belonging; and also all its lands acquired and appropriated or which should be thereafter acquired and appropriated for Depots, Engine Houses, Car Houses, Station Houses, Warehouses, Machine and Work Shops, Superstructures, Erections and Fixtures; and also all and singular the franchises, rights and privileges now owned, possessed or acquired or which should be hereafter owned, possessed or acquired and also all the rails, bridges, ways, piers, shops, engine, car, station, ware machine and work shops, and all erections superstructures, fixtures, privileges, franchises and rights, and all the lands tenements, hereditaments and real estate, acquired and appropriated wheresoever and whatsoever of said railway and which should thereafter be owned by it. And also all and singular the locomotives tenders, passenger cars, freight cars and all other cars, carriages, tools, machinery and equipment for said railway there owned or which should thereafter be owned by said railway; And also all goods and chattels there or thereafter to be owned by said railway pertaining to the running or operating of said railway road, together with the rents, issues, income, profits, moneys, rights, benefits and advantages derived or to be derived, had or received therefrom by said railway in any way.

To have and to hold the same to the said Seymour, his successor or successors and his and their assigns in trust for the person or persons interested therein as holders of the Bonds therein subscribed.

Which said Deed was so executed in consideration of one dollar in hand paid to said Railway by said Seymour party of the second part in said Deed and for the further purpose of securing the Corporate Bonds of said Railway as described in said Deed issued by said Railway bearing even date with said Deed and payable to William M. Caldwell or bearer at the Bank of North America in the City of New York on the first day of January A. D. 1880, with interest from and after the 1st day of January A. D. 1860, at the rate of Eight per centum per annum payable at said Bank semi-annually as provided in said mortgage and which said Bonds are numbered in consecutive series from One to Three Thousand and Eighty both inclusive. *And whereas* the said Deed provided that the same is made to secure the whole of said Bonds or so many thereof as may be issued and put in circulation. *And whereas* the said Railway further provided in said Deed that in the case of the default of the said Railway for Thirty days to pay the interest on said Bonds or any or either of them after the same becomes due that the said Trustee or his successor may upon the written request of the holders of a majority in amount of said Bonds outstanding shall within such reasonable time as he may deem proper, being not less than Sixty days and after public notice being made by advertisement at least Eight weeks in one or more newspapers published in each of the Cities of New York, Lacon and Chicago proceed to sell at public

auction in the City of New York to the highest bidder the property rights and franchises aforesaid and all equity of redemption of the said American Central Railway as in and by said Deed reference being thereunto had will more fully and at large appear. And whereas it is also provided in said Deed that in case of the incapacity or resignation of the said Trustee that the holders of a majority in amount of said Bonds then outstanding should appoint his successor should the said Railway fail to appoint. And whereas the said Isaac Seymour, Trustee aforesaid departed this life before the 1st day of December A. D. 1864, and the said Railway has failed to appoint a successor. And whereas also said Railway did issue and put in circulation Bonds numbered respectively, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 & 50. 599 & 600 being in all Fifty two Bonds for One Thousand Dollars each and no others of said Bonds in said Deed described and which said Bonds are secured by said Deed as aforesaid. And whereas also said Bonds were on the 14th day of January A. D. 1865, held by James S. Thompson, William J. Turner, Wells Willits, Lewis W. Thompson and John S. Thompson of the State of Illinois and whereas also the said holders of said Bonds did on the 14th day of January A. D. 1865, appoint under their hands in writing the party of the first part Trustee of said Deed and successor of the said Isaac Seymour deceased. And Whereas also the said Railway failed to pay any of the interest on the said Bonds so held as aforesaid but on the contrary failed for more than Thirty days prior to the said 14th day of January A. D. 1865, to pay the semi-annual interest then and for a long time prior thereto, due and payable on the Bonds numbered and held as aforesaid and all of the interest thereon being still due and payable thereon from the 1st day of July A. D. 1860, whereby and by reason of such default, the whole sum principal and interest of said Bonds held as aforesaid became due and payable and have not since then been paid or any part thereof. And whereas also the holders aforesaid of said Bonds numbered as aforesaid did on the 14th day of January A. D. 1865 in writing under their hand bearing date the day and year last aforesaid request the party of the first part as Trustee aforesaid to sell said Railway property rights and franchises as in and by said Trust Deed is provided.

And in pursuance of the premises aforesaid and of the power and authority conferred upon the party of the first part as Trustee as aforesaid under said Deed appointment and request. I, the said Trustee did advertise the sale of said road with all its rights, property and franchises and caused the said advertisements to be published in the Journal of Commerce, a daily newspaper printed and published in the City of New York in the State of New York and in the Chicago Tribune a daily newspaper printed and published in the City of Chicago in the State of Illinois and in the Illinois Gazette a weekly newspaper printed and published in the City of Lacon and State of Illinois, each

of said advertisements having been published in each of said newspapers for Eight weeks successively, the first insertion thereof being more than Sixty days prior to the 10th day of May A. D. 1865, in which said advertisement the party of the first part as Trustee as aforesaid gave public notice that he would as such Trustee offer for sale to the highest bidder for cash in hand at public auction at the exchange sales rooms, Number 111 Broadway in the City of New York on the 10th day of May A. D. 1865 (1865) at 12 o'clock at noon of said day all and singular the property real, personal and mixed and all rights and franchises and equity of redemption of said Railway so transferred in Trust as aforesaid for the satisfaction of the outstanding Bonds of said Railway and the interest thereon. And that upon making such sale an absolute Deed of Conveyance will be executed to the purchaser or purchasers thereof (a copy of which said advertisement so published as aforesaid is hereto annexed and made a part of this Deed and marked A). *And whereas* also in pursuance of said notice and in conformity with the power & authority granted me by said Trust Deed and the proceedings subsequently had thereunder as aforesaid the party of the first part as said Trustee did at the hour of twelve o'clock at noon of said tenth day of May A. D. 1865, at the Exchange Sales Room, Number One Hundred and Eleven (111) Broadway in the said City of New York offer for sale to the highest bidder for cash in hand all and singular the property, real, personal and mixed and all rights and franchises and equity of redemption of said Railway which said offer was made as aforesaid at public auction for the satisfaction of the outstanding Bonds of said Railway & the interest thereon as aforesaid and at the same time gave due notice that upon making such sale an absolute Deed of Conveyance would be made to the purchaser or purchasers thereof. *And whereas* also at the time and place last aforesaid the said offer for sale being then and there proclaimed as last aforesaid, James S. Thompson, William J. Turner, Wells Willits, Lewis W. Thompson and John S. Thompson of the State of Illinois and John W. Hull of the said City of New York offered to give therefor the sum of Five Thousand Dollars, and that being the highest bid for said property rights, franchises and equity of redemption the said Railway and all its property real, personal and mixed and all its rights and franchises and equity of redemption was then and there struck off and sold by the party of the first part as Trustee aforesaid to them at that price. Now in consideration of all the premises aforesaid and of the said sum of Five Thousand Dollars aforesaid purchase money, do by these presents grant, bargain, sell and convey unto them the said James S. Thompson, William J. Turner, Wells Willits, Lewis W. Thompson, John S. Thompson and John W. Hull their heirs and assigns all and singular the said Railway property, real, personal and mixed and all its rights and franchises and equity of redemption.

To have and to hold the same to them their heirs and assigns forever.

In Witness Whereof, the party of the first part, Trustee as aforesaid

has hereunto subscribed his name and affixed his seal this 10th day of May A. D. 1865.

JOHN P. YELVERTON, [Seal.]
Trustee as aforesaid

Signed, Sealed & Delivered in presence of Tho. Sadler, 11 Wall St.
Henry Bainbridge
} Excise stamp $5.

CITY AND STATE OF NEW YORK, ss.

Be it remembered that before the undersigned Thomas Sadler a Commissioner of Illinois in and for the State of New York for the County of New York on this 10th day of May A. D. 1865 personally appeared John P. Yelverton who is personally known to the undersigned to be the real person who executed the foregoing Deed as the grantor thereof and in whose name the acknowledgement thereof is proposed to be made and he acknowledged that he had executed the same as Trustee aforesaid for the purposes and uses therein expressed voluntarily and freely.

In testimony whereof I have hereunto set my name and affixed my Commissioners seal, the day and year last aforesaid at the City aforesaid.

Tho. Sadler Commissioner for Illinois for the County of New York.
(Seal)

Copy of Advertisement referred to in the foregoing Deed marked, A.

Public Sale

Whereas on the 25th day of June A. D. 1859 the American Central Railway of Illinois executed, acknowledged and delivered to Isaac Seymour late of the City and State of New York as Trustee a certain trust deed or mortgage bearing date the day and year aforesaid conveying or mortgaging in trust to the said Trustee and to his successor or successors all and singular the railway of the said American Central Rail constructed or thereafter to be constructed from the town (now City) of New Boston in Mercer Co., Illinois to the Eastern boundary of said State of Illinois in Kankakee County, together with its lands, tenements and hereditaments acquired and appropriated for the purpose of a right of way for a single or double track railway and all the appurtenances thereto belonging and also all its lands acquired and appropriated or which should thereafter be acquired and appropriated for depots, engine houses, car houses, station houses, warehouses, machine and work shops, superstructures, erections and fixtures, and also all and singular the franchises, rights and privileges now owned, possessed or acquired or which should thereafter be owned, possessed or acquired and also all the rails, bridges, ways, piers, depots, engine, car, station ware, machine and work shops and all erections, superstructures, fixtures, privileges, franchises and rights and all the lands, tenements, hereditaments and real estate acquired and appropriated wheresoever and whatsoever of said railway and which should thereafter be owned by it,

and also all and singular the locomotives, tenders, passenger cars, freight cars and all other cars, carriages, tools, machinery and equipments for said railway then owned or which should thereafter be owned by said railway and also all goods and chattels then or thereafter owned by said railway pertaining to the running or operating of said railways road, together with the rents, issues, income, profits, moneys, rights, benefits and advantages, derived or to be derived had or received therefrom by said railway in any way. To have and to hold the same to said Seymour, his successor or successors and his or their assigns in trust for the purpose of the persons interested therein as holders of the Bonds therein described. Which said Deed was so executed in consideration of one dollar in hand paid to said railway by said party of the second part and for the purposes of securing the Corporate Bonds of said Railway as described in said Deed and payable to William M. Caldwell or bearer at the Bank of North America in the City of New York on the 1st day of January A. D. 1880 with interest from and after the 1st day of January A. D. 1860 at the rate of eight per centum per annum payable at the same bank, semi-annually as provided in said mortgage and which said Bonds are numbered in consecutive series from One to Three Thousand and Eighty both inclusive. And whereas the said Deed provides that the same is made to secure the whole of said bonds or so many thereof as may be issued and put in circulation. And whereas the said railway further provided in said Deed that in case of the default of the said railway for Thirty days to pay the interest on said bonds or any or either of them after the same becomes due, that the said Trustee or his successors may upon the written request of the holders of a majority in amount of said Bonds outstanding shall within such reasonable time as he may deem proper being not less than Sixty days and after public notice being made by advertisement at least eight weeks in one or more newspapers published in each of the Cities of New York, Chicago and Lacon proceed to sell at public auction in the City of New York to the highest bidder the property rights and franchises aforesaid and all equity of redemption of the said American Central Railway as in and by said Deed will more fully appear. And whereas it is also provided in said Deed that in the case of the death or incapacity or resignation of the said Trustee that the holders of a majority in amount of said Bonds then outstanding should appoint his successor should the said railway fail to appoint. *And whereas* the said Isaac Seymour has departed this life and the said railway has failed to appoint a successor. *And whereas* also said railway did issue and put in circulation bonds number, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 599 and 600 for One Thousand Dollars each and no others of said Bonds in said Deed described: and whereas also said Bonds are now held by James S. Thompson, William J. Turner, Wells Willits, Lewis W. Thompson and John S. Thompson and the said holders having on the 14th day of January A. D. 1865, appointed under their

hands in writing the undersigned as Trustee of said deed and successor of the said Isaac Seymour deceased. And whereas also the said railway has failed for more than Thirty days to pay the semi-annual interest on the said bonds so held as aforesaid and numbered as aforesaid and the said interest being still due and payable thereon from the first day of July 1860 whereby by reason of such default the whole sum, principal and interest of said last mentioned bonds became due and payable and are still due and payable.

And whereas also the said holders of said last mentioned bonds have in writing under their hands bearing date the 14th day of January 1865 requested the undersigned as Trustee aforesaid to sell said property rights and franchises as in and by said deed is provided.

Now therefore, notice is hereby given that in pursuance of the premises aforesaid the undersigned trustee as aforesaid will offer for sale at public auction at the Exchange Sales Room, Number 111 Broadway in the said City of New York on the tenth day of May A. D. 1865 at 12 o'clock at noon of said day to the highest bidder for cash in hand all and singular the property, real and personal and mixed and all rights and franchises and equity of redemption of said railway so transferred in trust as aforesaid for the satisfaction of the outstanding bonds of said railway and the interest thereon upon making said sale an absolute Deed of Conveyance will be executed to the purchaser or purchasers thereof.

Dated this 6th day of February A. D. 1865.

JOHN P. YELVERTON, Trustee.

Filed 22 July, 1865 at 5 P. M.

STATE OF ILLINOIS } ss.
MERCER COUNTY }

I, William McManus, Clerk of the Circuit Court, and *Ex-Officio* Recorder, in and for said County, in the State aforesaid, DO HEREBY CERTIFY the above and foregoing to be a true, perfect and complete Copy of the Record of a certain Instrument filed for Record on the 22d day of July A. D. 1865, and duly Recorded in Volume 10 of Deeds Mercer County Records, on Page 162, 163, 164 and 165.

Given under my Hand, and the Seal of said Court, at Aledo, in said County, this 8th day of January A. D. 1891.

[SEAL]

WM. MCMANUS,
Clerk and Recorder.

TRUST MORTGAGE, May 14, 1868. American Central Railway to James F. Joy and John N. Dennison, Trustees.

This Indenture made this fourteenth day of May in the year of our Lord one Thousand eight hundred and sixty eight between the "American Central Railway" a corporation duly created and organized by and under the laws of the State of Illinois party of the first part and James F. Joy of Detroit in the state of Michigan and John N. Dennison of Boston in the State of Massachusetts of the second part.

Whereas the said American Central Railway "in pursuance of an act of the Legislature of the State of Illinois entitled "An act to incorporate the Western Air Line Railroad Company" Approved February 9th, 1853 and the amendments thereto and other statutes of said State of Illinois affecting it is engaged in constructing a railroad from the eastern bank of the Mississippi River at the town of New Boston in Mercer county in said State of Illinois to Lacon in the county of Marshall and thence to the eastern line of said State in the direction of Fort Wayne in the State of Indiana.

And whereas the said American Central Railway is desirous of borrowing money to an amount not exceeding one million two hundred and fifty thousand dollars, ($1,250,000.) that being twenty five thousand dollars ($25,000.) per mile on the length of the road between New Boston aforesaid and Galva in Henry County to aid in the construction and to be applied to the purchase and transportation of or in payment for materials super-structure and equipments for said part of said road and is resolved to execute bonds of said company therefore as follows to wit: One thousand two hundred and fifty (1,250) in sums of One thousand dollars each bearing date on the first day of July A. D. eighteen hundred and sixty eight (1868) payable at any time not less than ten or more than twenty years from the date thereof bearing interest at the rate of eight (8) per cent per annum payable free of Government tax semi-annually on the first day of each July and January until said principal shall be paid at the banking house of the Bank of Commerce in the city of New York where both the principal sum and interest are payable said bonds to stand all equally secured by these presents according to their amount notwithstanding the same may be issued and be made payable at different times, and are numbered consecutively from number one to number One Thousand Two Hundred and fifty (1250) inclusive each of said bonds being anthenticated by a certificate signed by the said parties of the second part or one of them.

Now Therefore This Indenture Witnesseth that the American Central Railway in order to secure the payment of said bonds and the interest thereon and in consideration of the sum of Five Dollars ($5.00) to it in hand paid by the said parties of the second part at the unsealing & delivery of these presents the receipt whereof is hereby acknowledged has granted bargained sold transferred and conveyed and by these presents does grant bargain sell transfer and convey to the said parties of the second part their successors in trust hereby created and assign all the following present and in future to be acquired property of the said company and all the right title and equity of Redemption therein that is to say. All the said Rail Road of the said party of the first part (Am. Cent. Ry.) located and made and to be located and made which lies between the depot of the said party of the first party (Am. Cent. Ry.) at the said town of New Boston on the east bank of the Mississippi River in the county of Mercer and State of Illinois and the depot of the said first party (Am. Cent. Ry.) at Galva in the said county of Henry and state aforesaid and including the depots at the said towns of New Boston and Galva and the right of way and land occupied thereby together with the super structure and track thereon and all the iron rails chains and spikes, timber, materials furnished and property pur-

chased or to be purchased or procured for the construction and equipment of the part of said road hereby conveyed and wheresoever the same may be whether now upon said premises or elsewhere all depot and station grounds and the buildings thereon and to be erected thereon all the side tracks, bridges, viaducts, fences, engines, tenders, cars, machinery, ties, tools, contracts and all other real personal and mixed property of said first party (Am. Cent. Ry.) property now on said mortgaged premises or belonging thereto or purchased or procured for the construction thereof though elsewhere situated and all the rights, appurtenances, privileges and franchises of said company in and to said Mortgaged premises or in any manner belonging thereto or connected therewith so far as by law the said first party (Am. Centl. Ry.) is authorized to convey the same together with the net earnings and revenues and profits to be derived from the section of railroad hereby conveyed or any part thereof.

To have and to Hold the said premises and every part thereof with the appurtenances unto the said parties of the second part their successors in said trust and assigns but upon the following trust that is to say:

In case the said American Central Railway shall fail to pay the principal or any part thereof or any of the interest on any of the bonds secured or intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof and for ten days thereafter then and in such case all of said bonds both principal sum and interest shall thereupon immediately become due and payable and at the request of the holder of any one of said bonds the said parties of the second part their successors in said trust and assigns may enter into and take possession of all and every part of said road and premises hereby mortgaged and as the attorney in fact or agent of said first party by himself or agent duly constituted have use and employ the same making from time to time the needful repairs alterations and additions thereto and after deducting the expenses of such use repairs alterations and additions apply the proceeds of said premises to the payment of the principal and interest of all such bonds remaining unpaid: or the said parties of the second part their successors in said trust or assigns at their discretion may or on the written request of any of the holders of any one of said bonds then unpaid shall cause said premises or so much thereof as shall be necessary to discharge the principal and interest of all such of said bonds as may be unpaid together with the expenses of sale to be sold at public auction at the North door of the Court house in the City of Chicago in the said State of Illinois after giving thirty days notice of the time and place and terms of such sale by publishing the same in one of the principal newspapers in the City of Chicago at that time being published and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in law in fee simple for the same which shall be a bar against the said American Central Railway party of the first part its successors and assigns and all persons claiming under it or them of all right interest and claim in and to said premises or any part thereof and the said Trustees shall after deducting from the proceeds of such sale the costs and expenses thereof and of managing said property apply so much of said proceeds as may

be necessary to the payment of the principal and interest on said bonds and shall restore the residue thereof if any there be to the party of the first part its successors and assigns it being expressly understood and agreed that in no case shall any claim or advantage be made or taken of any valuation appraisement or extension laws by the said parties of the second part their successors or assigns or any injunction or stay of proceedings or any process be obtained or applied for by it or them to prevent such entry or sale and conveyance as aforesaid.

It is also hereby expressly understood and agreed, that it shall be lawful for the said company party of the first part to dispose of the current net revenues of said road hereby conveyed as it or they shall elect until default shall be made in the interest or principal of said bonds or of some one or more of them and the said American Central Railway for itself its successors and assigns doth hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof to the said parties of the second part their successors in said trust and assigns for the more fully conveying the said premises and carrying into effect the objects and purposes of these presents and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed and these presents are upon the express condition that upon the payment of the principal sum and interest of said bonds the estate hereby granted to the said parties of the second part shall be void and the right and title to the premises hereby conveyed shall revert to and revest in said party of the first part without any acknowledgement of satisfaction re-conveyance re-entry or other act.

It is also mutually agreed that said parties of the second part, their successors in said trust and assigns shall only be accountable for reasonable diligence in the management thereof and shall not be responsible for the acts of any agent employed by them where such agent shall have been selected or employed with reasonable discretion and that said second parties and their successors in said trust and assigns shall be entitled to reasonable compensation for their labor and services in case they shall be compelled to take possession of said premises or any part thereof or to superintend or manage the same.

It is hereby further mutually understood and agreed that the bonds secured by this mortgage may be issued at different times but only for the construction of this section or part of said road hereby conveyed and equipment of the same and that neither the bonds nor the proceeds thereof issued for the construction of this section or part of said road shall be appropriated to or used in the construction of another and a different section of said road and that in no case and in no event shall any of the bonds secured by this mortgage be issued for the construction of the part of the road hereby mortgaged until money enough shall have been raised by said first party which together with the bonds issued for the construction of said section or part of said road or the proceeds hereof shall be sufficient to construct and complete the section of road mortgaged.

And it is also further mutually agreed, that the said trustees shall not in any manner be liable or responsible for any acts of each other to which they do not severally assent and that in case of the death mental incapacity or resignation of any one of said trustees to act in the matter of said trust all his right estate interest power and control in the premises shall be divested, cease and determine and the said Railroad Company and the surviving trustee may mutually agree upon a new trustee to supply said vacancy or failing so to do the said rail road company shall or in case of their default to take proceedings therefor for thirty days the holder of a majority of said bonds may apply to any court of the State of Illinois having jurisdiction of the premises to appoint a new trustee to supply said vacancy and thereupon such new trustee shall become vested for the purposes aforesaid with all the rights and interests requisite to enable the trustee thus designated to execute with the other the purposes of the trust without any further assurance or conveyance of the same but if the same should be necessary both or either of the parties hereto shall execute and deliver any and all necessary releases or conveyances for that purpose it being further expressly understood that the surviving trustee shall be fully empowered to execute all the purposes of this trust until said vacancy shall be so supplied and the said second parties accept the trust hereby created.

In Witness Whereof, the said American Central Railway has caused its seal to be herewith affixed and its corporate name to be hereto subscribed by its President and the said second parties have hereunto set their hands and seals the day and year first above written.

[SEAL] American Central Railway,
By JOHN S. THOMPSON,
President.
JAMES F. JOY,
JOHN N. DENNISON,
Trustees.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that on this fifteenth day of July A. D. 1868 before me a Notary Public residing in said County of Cook duly commissioned by the Governor of the State of Illinois to take acknowledgments and proof of deeds and other instruments in writing under seal to be used or recorded in said State of Illinois personally came John S. Thompson, President of the American Central Railway, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who being by me duly sworn, deposes and says that he resides in Aledo in the County of Mercer and State of Illinois, that he is President of the American Central Railway that he knows the corporate seal of said company that the seal affixed to the foregoing conveyance is the corporate seal of said company that it was affixed by order of said company and that he signed his name to said conveyance by like order as President of said company and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth and that the said company also

executed said conveyance as is free and voluntary act for the uses and purposes therein set forth.

[SEAL] THOMAS S. MCCLELLAND,
Notary Public.

STATE OF ILLINOIS, } ss.
HENRY COUNTY. }

I, Lewis H. Patten, Clerk of the Circuit Court and Ex-Officio Recorder of said County in the State aforesaid, do hereby certify that the annexed and foregoing is a true and correct copy of the record of a deed filed in my office on the 14th day of August, A. D. 1868, and then and there duly record in Book 87, at pages 236-237-238-239 and 240 of the Land records in said County as appears from said records now remaining in my office.

In Witness Whereof I have hereunto subscribed and affixed the official seal of said Court at Cambridge in said County this 11th day of June, A. D. 1878.

[SEAL] L. H. PATTEN, *Clerk.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MERCER	August 21, 1868,	I	55

AGREEMENT, May 16, 1888, American Central Railway and Chicago Burlington & Quincy Railroad Company, Sidney Bartlett, H. H. Hunnewell and Henry Parkman, Trustees.

This Agreement, made and entered into this sixteenth day of May, A. D. 1888, by and between the American Central Railway Company, a corporation of the State of Illinois, party of the first part, and the Chicago, Burlington and Quincy Railroad Company and Sidney Bartlett, H. H. Hunnewell and Henry Parkman, Trustees, parties of the second part;

Witnesseth: Whereas, the first party, of date May 14, 1868, executed and caused to be recorded a first mortgage or trust deed upon its entire road and property and franchises to J. F. Joy and J. N. Denison, Trustees, to secure certain bonds to be issued for the construction and completion of its road; and

Whereas, bonds were duly and regularly issued and certified by the trustees under said mortgage, to the amount of $800,000 in the aggregate, said bonds bearing interest from their date at the rate of eight (8) per cent per annum, payable semi-annually; and

Whereas, said bonds were sold on the market, and the said Sidney Bartlett, H. H. Hunnewell and Henry Parkman, as trustees, have become the purchasers and are now the holders of three hundred and eleven (311) of the same, the principal of which amounts to $311,000 in the aggregate; and

Whereas, the Chicago, Burlington and Quincy Railroad Company has become the purchaser and is now the holder of four hundred and eighty-nine (489) of said bonds, the principal of which amounts in the aggregate to $489,000; all of which said bonds, together with the interest thereon from May 14, 1868, up to this date, at the rate of eight (8) per cent per annum, payable semi-annually, are now due and wholly unpaid; and

Whereas, the party of the first part has made application to the parties of the second part for an extension of the time of payment of the said bonds and interest;

Now Therefore, it is agreed between the parties hereto, that the first party will pay the principal of all said bonds on the first day of July, 1903, and will pay interest thereon from and after this date at the rate of eight per cent per annum, payable semi-annually, on the first day of July and the first day of January in each year; the first party further agrees to pay on said July 1st, 1903, all the interest now due upon said bonds and unpaid, together with interest upon said overdue interest at the rate of six (6) per cent per annum. In consideration whereof, the parties of the second part agree to extend the time of payment of the principal of said bonds, and of the interest now due thereon, until said July 1, 1903, and to forbear to sue or institute proceedings before said date to foreclose the mortgage securing said bonds by reason or on account of any default thereon which has occurred previous to the date hereof.

It is further stipulated and agreed between the parties, that the said debt evidenced by said bonds and interest shall be and remain in all respects secured by said mortgage or trust deed of date May 14, 1868, to J. F. Joy and J. N. Denison, Trustees, with full right and power in the second parties and in said trustees to enforce said mortgage and all their legal rights and remedies thereunder, in all respects the same as if this agreement for extension had not been made, except as herein modified as to time of payment. And it is expressly agreed and understood that nothing herein contained shall be held or construed to impair the right of any person or parties entitled thereto to sue for and recover any installment or amount of interest hereafter falling due upon said bonds, or any one of them, as above provided, or to foreclose said mortgage on account of such future default in the payment of interest; but all such rights and remedies of suit and of foreclosure, in default of payment of such interest, are preserved in full force, as set forth in the mortgage.

It is further understood and agreed that the agreement for extension of time of payment and promise to pay said bonds and interest July 1st, 1903, is to be stamped upon each of said bonds, in such form as may be agreed upon.

In Witness Whereof, the parties hereto have set their hands and seals, the day and year first above written.

[SEAL] The American Central Railway Company,
By J. L. LATHROP, *President.*

L. O. GODDARD, *Secretary.*

SIDNEY BARTLETT,
H. H. HUNNEWELL,
HENRY PARKMAN,
Trustees.

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* C. E. PERKINS, *President.*

Attest:
T. S. HOWLAND, *Secretary.*

The undersigned, trustees in the certain trust deed or mortgage executed by the American Central Railway Company, of date May 14, 1868, hereby assent and agree to the annexed and foregoing contract, of date May 16, 1888, between said Railway Company and the holders of the bonds issued under said mortgage, for an extension of said mortgage and of the time of payment of said bonds and the overdue interest thereon until July 1st, 1903.

And we do severally continue our acceptance of said trust.

JAS. F. JOY,
J. N. DENISON,
Trustees.

RELEASE, April 11, 1906, C. I. Sturgis and T. S. Howland, Trustees to American Central Railway.

Know all men by these presents: That C. I. Sturgis and T. S. Howland, of Chicago, Illinois, duly appointed and qualified as trustees in the places and steads of James F. Joy and John N. Denison, respectively, of a certain trust deed hereinafter mentioned, hereby remise, release and quit-claim unto the American Central Railway all their right, title and interest acquired under and by virtue of a trust deed made and executed by the American Central Railway to James F. Joy and John N. Denison, dated May 14, 1868, recorded in the Recorder's Office of Henry County, August 14, 1868, in book 87 at pages 236 to 240, of the land records of said County; in the Recorder's Office of Mercer County, on the 21st day of August, 1868, in book "I" at page 55, to the premises therein described, to wit:

All the following present and in future to be acquired property of the said company and all the right, title and equity of redemption therein, that is to say, all the said railroad of the said American Central Railway, located and made, and to be located and made, which lies between the depot of the said American Central Railway at the said town of New Boston, on the East bank of the Mississippi River in the County of Mercer and State of Illinois, and the depot of the said American Central Railway at Galva in the said County of Henry and State aforesaid, and including the depots at the said towns of New Boston and Galva and the right of way and land occupied thereby together with the superstructure and track thereon and all the iron rails chains and spikes, timber, materials furnished and property purchased or to be purchased or procured for the construction and equipment of the part of said road hereby conveyed and wheresoever the same may be whether now upon said premises or elsewhere, all depot and station grounds and the buildings thereon and to be erected thereon all the side tracks, bridges, viaducts, fences, engines, tenders, cars, machinery, ties, tools, contracts and all other real, personal and mixed property of said American Central Railway, now on said mortgaged premises or belonging thereto or purchased or procured for the construction thereof, though elsewhere situated and all the rights, appurtenances, privileges and franchises of said company in and to said mortgaged premises or in any manner belonging thereto or connected therewith, so far as by law the said American Central Railway is authorized to convey the same together

with the net earnings and revenues and profits to be derived from the section of railroad hereby conveyed, or any part thereof,
the bonds secured thereby having been fully paid and cancelled.

In witness whereof we have hereunto set our hands and seals this 11th day of April, 1906.

C. I. STURGIS, *Trustee* [SEAL]
T. S. HOWLAND, *Trustee* [SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Herbert Haase, a notary public in and for said county in the State aforesaid, do hereby certify that C. I. Sturgis and T. S. Howland, trustees, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed the same, as trustees, as their free and voluntary acts for the uses and purposes therein set forth

Given under my hand and notarial seal this 11th day of April, 1906.

[SEAL] HERBERT HAASE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MERCER	April 13, 1906	87	108
HENRY	May 16, 1906	247	433

DECREE, November 8, 1905, Circuit Court, Hendy County, Illinois. Henry Parkman, George H. Richards and A. G. Stanwood, Trustees vs American Central Railway, and heirs of James F. Joy and John N. Denison, deceased.

STATE OF ILLINOIS, }
COUNTY OF HENRY. } ss.

IN THE CIRCUIT COURT THEREOF,——TERM, A. D. 1905.

Henry Parkman, George H. Richards, and A. G. Stanwood, Trustees vs American Central Railway and the unknown heirs and devisees of James F. Joy and John N. Denison, deceased.

Decree.

This day came the complainants by C. K. Ladd, their solicitor, and it appearing that at the time of the filing of the bill of complaint herein an affidavit was also filed in due form that there were persons interested in the subject matter and premises in said bill of complaint mentioned, whose names and places of residence were unknown, and who are designated in this suit as the unknown heirs and devisees of James F. Joy and John N. Denison, deceased, and it further appearing that pursuant to the filing of said affidavit the Clerk of this Court has caused publication to be made in the Kewanee Daily Star Courier, a newspaper in this County, containing a notice of the pendency of this suit, the names of the parties thereto, title of the Court and the time and place of the return of summons in the case,

which publication was made once in each week for four successive weeks, to wit:—on September 22d and 29th and October sixth and thirteenth, A. D. 1905, and that more than forty days has intervened between the first publication as aforesaid, and the first day of this (November, 1905) term of this Court, and that all things required by law to give the Court jurisdiction of said defendants has been done. And it further appearing that the defendant; the American Central Railway, has duly filed its appearance in the said cause, to wit: on the 8th day of November, 1905, waiving service of process and consenting to a decree in accordance with the prayer of said bill, and the Court having jurisdiction of all of the parties to said cause and subject matter thereof, it is ordered that the said defendants and each of them be, and they are hereby required to plead, answer or demur to the said Bill of complaint, and no plea, answer or demurrer or other matter of defense being interposed herein by said defendants, and they being now here three times solemnly called in open Court come not, nor does any person for them, but herein they make default, which is on motion ordered to be taken, and the same is hereby entered of record. And it is ordered that the said bill of complaint be and the same is hereby taken as confessed by and against the said defendants and all of them.

Now in consideration of the foregoing and of the proof taken in said cause, the Court finds that all the material allegations in said bill of complaint contained are true: that the equities of this cause are with the complainants.

It is therefore ordered, adjudged and decreed that C. I. Sturgis, be and he is hereby appointed trustee in the place and stead of James F. Joy, deceased, and that T. S. Howland be and he is hereby appointed trustee in the place and stead of John N. Denison, deceased, to execute the trust described in said bill of complaint.

It is further ordered, adjudged and decreed that the said C. I. Sturgis and T. S. Howland, now appearing and accepting said trust, that they and each of them are hereby vested with the legal title to said property and all the right, title, interest, estate and power requisite to enable them to carry out the purpose of the trust described in the said Bill of complaint, without any further assurance or conveyance to them of the same.

F. D. RAMSAY,
Judge.

STATE OF ILLINOIS, }
COUNTY OF HENRY. } SS.

IN THE CIRCUIT COURT TO NOVEMBER TERM A. D. 1905.

Henry Parkman, George H. Richards and A. G. Stanwood vs American Central Railway et al.

To the Honorable Judge of said Court, in Chancery sitting:—

In pursuance of an order of this Court made in the above entitled cause, on the 8th day of November A. D. 1905, whereby it was referred to the Master in Chancery of this Court to take the proof of the respective parties, and report the same to the court. I, John Root, the said Master in Chancery do hereby respectfully report that having first given notice to Complainants

Solicitor, Charles K. Ladd, Esq. of the time and place when and where said testimony would be taken (no counsel appearing for defendants) (defendant American Central Railway having entered their appearance in writing and consenting that a decree be entered according to the prayer of the bill in said cause), I caused to come before me all such witnesses as the respective parties desired, or made known to me. I did on the 20th day of December, A. D. 1905, proceed to take the proofs of the respective parties. And the several witnesses attending having been severally sworn and examined by me, I reduced their testimony to writing and have attached the same hereto and make the same a part of this report.

Charles K. Ladd, being first duly sworn on his oath deposes and says:

James F. Joy, one of the former Trustees, is now dead, he has been dead for some time. I don't know how long. I have made inquiry on behalf of Complainants as to whether he left any heirs or devisees, but have been unable to ascertain whether he did or not. I have also made inquiry orally and by letters addressed to parties that I thought ought to know. As to John N. Denison, I have ascertained that he is now dead, but I have been unable to learn whether he left any heirs or devisees and the Complainants do not know whether said Joy or the said Denison left heirs or devisees. American Central Railway is indebted on bonds issued several years ago, which bonds are now unpaid and Trustees should be appointed to take the place of said Joy and the said Denison, and act with Complainants.

These bonds were the only bonds issued, secured by said Trust deed and Complainants own a majority of said bonds.

Chas. K. Ladd.

From the evidence introduced herein and the Bill filed in this cause, and the appearance of defendant, American Central Railway Co. and consent expressed therein, I find

That defendant American Central Railway Co. has issued bonds for the construction of said Railway which bonds are still unpaid.

That to secure the payment of said bonds the property of said Railway Co. was conveyed in trust to one James F. Joy and one John N. Denison, and by the terms of said Trust deed that it was provided that "in case of death * * of any one of said Trustees * * said Railroad Company and the surviving trustee may mutually agree upon a new trustee to supply said vacancy, or failing so to do the said Railroad Company shall, or in case of their default to take proceedings therefor * * the holder of a majority of said bonds may apply to any Court of the State of Illinois having jurisdiction of the premises to appoint a new trustee to supply said vacancy." * *

That the said James F. Joy and the said John N. Denison are both dead and no successor or successors have been appointed to fill said vacancy.

That under the terms of said Trust deed this Court has power to appoint said successors in trust, and that such appointment should be made according to the prayer of said Bill.

All of which is respectfully submitted.

John Root.

STATE OF ILLINOIS, } ss.
COUNTY OF HENRY. }

I, P. B. Keeler, Clerk of the Circuit Court of Henry County, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of the Decree of said Court in a certain cause lately pending in said Court, on the Chancery side thereof, wherein Henry Parkman and others were Complainants and American Central Railway and others were Defendants as appears from the Record and Files of said Court now remaining in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court at Cambridge this 27th day of February A. D. 1906.

P. B. KEELER, *Clerk.*

RECORDED IN ILLINOIS

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THE DIXON AND QUINCY RAILROAD COMPANY

This Company was originally promoted in 1869 by citizens of Keithsburg for a North and South road in connection with The Rockford, Rock Island and St. Louis, then being built by Judge Green of Cedar Rapids, Iowa.

Of date March 4, 1869 they procured a Special Act of the Illinois Legislature authorizing them to build a road from Dixon south to Quincy.

The Company was organized at Keithsburg March 24 1869, and Township bonds were voted to aid in its construction amounting to $45,000.

Of date June 30, 1869, The Rockford, Rock Island and St. Louis Company made a proposition to build the line which was accepted July 10, 1869, but nothing further was done thereunder.

Of date November 1, 1870, The Dixon and Quincy Company made a contract with James F. Joy, who was acting for the C. B. & Q., whereby Joy agreed to procure the immediate construction of the five and six tenths miles from Keithsburg north to Arpee on what was known as the American Central branch of the C. B. & Q.

The Company agreed to place a mortgage of $150,000, or $25,000 per mile, on the road and turn over to Joy the $45,000 of local aid bonds and all the outstanding Capital Stock, and Joy agreed that the C. B. & Q. would take a lease in perpetuity and operate the road, paying the interest on said first mortgage bonds and set aside forty per cent of the gross earnings for the purchase of said bonds if offered at less than par. The road was built under this arrangement and opened for business January 17, 1871.

The Lease to the C. B. & Q. was dated November 1, 1870. The bonds all remained in the Burlington treasury.

Of date June 1, 1899, The Dixon and Quincy Company made a deed in fee simple of its road to the Chicago, Burlington & Quincy Company.

ACT OF LEGISLATURE

Approved March 4, 1869.

AN ACT to incorporate the Dixon and Quincy Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That John Dement, William H. Van Epps, James M. Allan, Thomas B. Cobeen, William D. Smith, Calvin S. Orth, Benjamin D. Ellett, Abraham B. Sheriff, Joseph P. Wyckoff, Levi A. Ender, John Geddis, Robert Moir, John McKinney, sr., James Francis, William C. Rice, Cephas Parks, Cornelius D. Ettinge, and William Lomax, and their associates, successors and assigns are hereby created a body politic and corporate, under the name and style of "The Dixon and Quincy Railroad Company," with perpetual succession; and by that name they are hereby made capable in law and in equity, to sue and be sued, plead and be impleaded, defend and be defended, in any court of law or equity—in this or any other place; to make, have and use a common seal, and the same to renew and alter at pleasure; and shall be and are hereby vested with all powers, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act, as hereinafter set forth. And the said company are hereby authorized and empowered to locate and construct, and finally to complete and put in operation a railroad from the city of Dixon, on Rock river, to the city of Quincy, on the Mississippi river; locating said railroad by way of Keithsburg; adopting whatever route between the points named that the board of directors may deem most practicable, and for this purpose, said company are authorized to lay out their said railroad, not to exceed one hundred and fifty feet in width, and for the purpose of making cuts or embankments, may take as much more land as may be necessary for the construction and security of said road.

§ 2. The capital stock of said company shall be eight million dollars, and shall be divided into shares of one hundred dollars each, and may be issued, transferred, certified and registered in such manner and in such places as may be ordered and provided by the board of directors, who shall have power to prescribe the terms and conditions upon which such stock may be taken and subscribed, and for this purpose, the board of directors hereinafter named and appointed shall cause books to be opened for subscription to the capital stock of the company at such times and places and in such manner as they may direct, naming therein such terms and conditions as may be agreed upon for the protection of the rights and interests of the stockholders.

§ 3. As soon as fifty thousand dollars of subscription has been made to the capital stock of said road, it shall be lawful for said company to commence the construction of the same; and unless said company obtain such subscription to their capital stock and shall elect directors and become fully organized within five years from the passage of this act then this act shall be null and void.

§ 4. Townships through which the line of said railroad shall pass, or

lying within fifteen miles of the same, are hereby authorized to subscribe to the capital stock of or make donations to said road, in any sum not exceeding fifty thousand dollars: *Provided*, that such subscription be authorized by a majority of the votes cast at an election held for that purpose, after due notice has been given of the time and place and object of the same, by posting up notice in six of the most public places within such townships, for a period of not less than thirty days from the day of holding such election; and in counties having township organization it shall be the duty of the supervisor or in his absence the town clerk, upon the written request of ten or more citizens of such township, that an election for the purpose named be held, to proceed immediately to call such election, by giving the required notice and causing a registry of the votes to be made as in other elections now provided; and shall cause the polls to be opened, when the voters shall proceed to vote, by ballot, for or against subscription to the capital stock of the Dixon and Quincy Railroad, conducting such election in the same manner as other township eelctions; and if a majority of votes cast are in favor of such subscription, it shall be the duty of the town board to make provision for the payment of the same, by causing bonds to be issued in the name of the township, payable within twenty years, and running not less than five, bearing a rate of interest not exceeding ten per cent. per annum, which bonds may be negotiated for money to pay said subscription, or transferred to the company at par, if the town board and directors so agree; and it shall be the duty of the supervisor of such town to make out and transmit to the board of supervisors of the county in which such election is held an abstract of the proceedings of such election, certified to officially by the town board, whereupon it shall be the duty of the said board of supervisors to cause the same to be filed in the county clerk's office; and they shall proceed to levy a tax upon such township annually an amount sufficient to pay the interest and create a sinking fund for the payment of the principal within the time limited in the said bonds, and cause such tax to be spread upon the collector's books for collection with other taxes; and the tax so levied is hereby placed upon the same footing as taxes levied for state and county purposes.

§ 5. In counties not having township organization it shall be lawful for the county court, on the written request of ten or more citizens of any congressional township or fractional part of one, already forming an election precinct, asking for an election to be held in the same, to vote upon taking capital stock in the Dixon and Quincy Railroad, to appoint three commissioners, residing in the same, one at least being a justice of the peace, who, together, shall be authorized to act as a township board, and proceed in all matters pertaining to such election, in subscribing stock and issuing bonds, as provided in the foregoing section: *Provided*, that fractional townships not created into election precints may be attached to said other township as the county court may determine, the justice of the peace discharging the duties required of the supervisor in the foregoing section, and such townships so organized shall for this special purpose be created a body corporate and politic, possessing all the rights, in law and equity, and shall be placed on an equal footing with townships having township organization—

the county court performing the duties required of the supervisors in counties having township organization.

§ 6. Corporate towns lying within the limits heretofore described along the line of said road shall be authorized to subscribe to the capital stock of said railroad in any sum not exceeding twenty per cent. of the assessed value of the real estate within the corporate limits of such town, and for this purpose, the trustees of any such corporation or town board are hereby authorized to hold an election, observing all the requirements of section five of this act—the board of supervisors or the county court, as the case may be, taking the same as required in the preceding sections.

§ 7. All corporate powers of said company shall be vested in and exercised by a board of directors, to consist of not less than seven and not more than nine in number, and such other officers, agents and servants as they shall appoint. The first board of directors shall consist of John Dement, William H. Van Epps, Thomas B. Cabeen, William D. Smith, Benjamin D. Ellett, John McKinney, Sr., Andrew Crawford, James D. Morgan and Isaac McManus, who shall hold their office until their successors are elected and qualified. Vacancies in the board may be filled by a vote of the remaining two-thirds of the directors, such appointees to continue in office until the next annual election of directors; the time, place and notice of said annual election to be determined by the said board of directors; and at all meetings of the stockholders, each person owning stock shall be entitled, by himself or proxy, to cast one vote for each share of stock actually and *bona fidely* held by such persons: *Provided,* that the terms of payment of such stock, if the same is due, have been complied with.

§ 8. The said company is hereby authorized, by their agents, surveyors and engineers, to cause such examination and survey to be made of the ground and country between the points already named as shall be necessary to determine the route for the proper line or course whereon to construct their said railroad; and it shall be lawful for said company to enter upon and take possession of and use all such lands and real estate as may be necessary for the construction and maintenance of their railroad aforesaid, its depots, side tracks, water stations, engine houses, machine shops and other buildings and appendages necessary for the construction and working of said road: *Provided,* that all lands or real estate entered upon and taken possession of and used by said corporation, for the purpose and accommodation of such road or upon which the site for said road shall have been located or determined by the said corporation, shall be paid for by said company, in damages, if any be sustained by the owner or owners thereof, by the use of the same for the purposes of said railroad; and all lands entered upon and taken for the use of said corporation, which are not donated to said company, shall be paid for at such price as may be mutually agreed upon by the said corporation and owner or owners thereof; and, in case of disagreement, the price shall be estimated, fixed and recorded in the manner provided by the general laws now in force or which may hereafter be in force providing for the condemnation of land for the purposes of internal improvement.

§ 9. The said corporation may take and transport upon said railroad any person or persons, merchandise or other property, by the force and powers of steam or animal, or any combination of them, and may fix, establish, take and receive such rates of toll, for all passengers and property transported upon the same, as the said directors shall establish; and the directors are hereby authorized and empowered to make all necessary rules, by-laws, regulations and ordinances that they may deem necessary and expedient to accomplish the designs and purposes and to carry into effect the provisions of this act, and for the transfer and assignment of its stock, in such manner as shall be provided by the by-laws and ordinances of said company.

§ 10. In case it should, at any time, happen that an election of directors, shall not be made any day in which, in pursuance of this act, it ought to be made, the said corporation shall not, for that cause, be deemed dissolved, but such election shall be held at any other time, if the stockholders shall so decide at any meeting called for that purpose.

§ 11. Whenever it shall be necessary for the construction of said railroad, to intersect or cross a track of any other railroad, or any stream of water, road or highway on the route of said road, it shall be lawful for the company to construct their railroad across or upon the same, and they shall be authorized to take and condemn for their use such portion of the road-bed of the Warsaw, Rock Island and Galena Railroad as may be along the line of their road: *Provided*, that any railroad, stream of water, road or highway shall be restored to its former state, as near possible, after such crossing, or sufficiently so as not to impair their usefulness.

§ 12. Said corporation shall have power to unite its railroad with any other continuous lines of railroad or railroads now finished or constructing, or that may here-after be constructed, within this State, or that shall terminate at the Mississippi river, either in Iowa or Illinois, upon such terms as may be mutually agreed upon between the companies so connecting, and, for that purpose, full power is hereby given to such companies to make and execute such contracts with any other company or companies as will secure the objects of such connection.

§ 13. Said company is hereby authorized, from time to time, to borrow such sums of money as may be necessary for completing and furnishing or operating their said railroad, and to issue and dispose of their bonds in denominations of not less than five hundred dollars, bearing a rate of interest not exceeding ten per cent. per annum, for any amount so borrowed, and to mortgage the corporate property and franchises to secure the payment of any debt contracted by said company for the purpose aforesaid; and the directors of said company may confer on any bondholder of any bond issued for money borrowed, as aforesaid, the right to convert the principal due and owing thereon into stock of said company, not exceeding ten years from the date of said bond, under such regulations as the directors of said company may see fit to adopt; and all sales of such bonds that may be made at less than their par value shall be good and valid and binding upon said corporation as if such bonds had been sold for the full amount thereof.

§ 14. The width of said road shall be determined by the said corporation, within the limits prescribed in the first section of this act.

§ 15. The directors herein named are required to organize the board by electing one of their number president, and by appointing a secretary and treasurer.

§ 16. None but stockholders are eligible to the office of director in the same.

§ 17. Said company shall have the right of way over any lands belonging to the State, and it shall [be] lawful for said company to enter upon and take possession of and use for the purpose of construction and protection of said road, any lands belonging to the State, without being subject to any claims for damages whatever.

§ 18. Said corporation shall transport firewood and fuel of every description over its railroad, whenever the same shall be offered for transportation, at rates as low as the rates said company shall charge for the transportation of other freights of a similar class.

§ 19. This act shall be deemed a public act, and shall be favorably construed for all purposes therein expressed and declared in all courts and places whatever, and shall be in force from and after its passage.

APPROVED March 4, 1869.

NOTE. Sec. 5 repealed.

Private Laws Illinois 1869, Vol. 3, Page 5

ACT OF LEGISLATURE

Approved March 4, 1869

AN ACT supplemental to Senate bill No. 18, entitled "An Act to incorporate the Dixon and Quincy Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That section five (5) of Senate bill number eighteen (18), entitled "An Act to incorporate the Dixon and Quincy Railroad Company" be and the same is hereby repealed.

§ 2. This act to be in force from and after its passage.

APPROVED March 4, 1869.

Private Laws Illinois 1869, Vol. 3, Page 283

ACT OF LEGISLATURE

Approved March 31, 1869.

AN ACT supplemental to an act entitled "An Act to incorporate the Dixon and Quincy Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Dixon and Quincy Railroad Company may, and is hereby authorized and empowered, by and with the consent of a majority of the board of directors of the Warsaw, Rock Island

and Galena Railroad Company, to enter upon, condemn and take any part or the whole of the unoccupied road-bed and grade and its appurtenances condemned or otherwise acquired and held by the Warsaw, Rock Island and Galena Railroad Company, to be used and occupied by the said Dixon and Quincy Railroad Company as the road way for the construction of its line of railway: *Provided*, that the said Dixon and Quincy Railroad Company shall not be held liable in law for said road-bed to a greater amount than the same shall be appraised at under the general laws of this State for condemning land, assessing damages for the right of way.

§ 2. And the county courts or boards of supervisors of the respective counties on the line of the said Warsaw, Rock Island and Galena Railroad Company are authorized and empowered to subscribe to the capital stock of the Dixon and Quincy Railroad Company the several amounts of stock heretofore authorized by the vote of the majority of the legal voters of said several counties to be subscribed to the Warsaw, Rock Island and Galena Railroad Company: *Provided*, that the said Dixon and Quincy Railroad shall be completed in or through the said respective counties, and the cars shall have run thereon before any of the bonds of any such county shall be issued in payment of any such subscription to the captial stock of said Dixon and Quincy Railroad Company.

§ 3. This act shall take effect and be in force from and after its passage.

APPROVED March 31, 1869.

Private Laws Illinois 1869, Vol. 3, Page 284

ACT OF LEGISLATURE

Approved April 19, 1869

AN ACT to amend an act entitled "An Act to incorporate the Dixon and Quincy Railroad Company," approved March 4, 1869.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That section 7 of "An Act to incorporate the Dixon and Quincy Railroad Company," be and the same is hereby amended so as to increase the first board of directors to thirteen, and that Calvin S. Orth, Abraham B. Sheriff, Joseph P. Wycoff and Levi A. Ender be added to the first board of directors, and shall hereafter constitute a part of said board, with the same powers and privileges enjoyed by those already named in said act.

§ 2. The said board may proceed, under their present organization, to commence the construction of the Dixon and Quincy Railroad, or any part of the same, before the amount limited in the charter has been subscribed, if, in their judgment, the interests of any portion of the road or the stockholders in the same would be promoted by it.

§ 3. A majority of the board of directors shall constitute a quorum for the transaction of all business.

§ 4. The directors are hereby authorized to vote by proxy in all matters submitted to the board at any meeting called for the transaction of the business of the company.

§ 5. This act shall be in force from and after its passage.
APPROVED April 19th, 1869.

Private Laws Illinois 1869, Vol. 3, Page 284

CONTRACT—November 1, 1870, The Dixon and Quincy Railroad Company and James F. Joy.

This Agreement, made and entered into this first (1st) day of November, in the year of our Lord one thousand eight hundred and seventy (1870), by and between the Dixon and Quincy Railroad Company, a corporation organized under and in accordance with the laws of the State of Illinois, party of the first part, and James F. Joy of Detroit, in the State of Michigan, party of the second part.

Whereas, the said first party is authorized by its charter and the laws aforesaid to construct, maintain, and operate a railroad from the city of Dixon on the Rock River in the county of Lee, by way of Keithsburg to Quincy on the Misssippi River, in said State of Illinois, and has already located that part of its railroad between the town of Keithsburg and a point on the American Central Railroad about three miles east of the town of New Boston, and is now proceeding with the construction of said part of said railroad.

And whereas, certain towns and municipalities along the line of said railroad, at Keithsburg and between Keithsburg and the aforesaid point on the American Central, to aid and secure the construction of the same between Keithsburg and the said point on the American Central Railroad, have subscribed to the capital stock of said company, and have issued their bonds in payment therefor, to the amount in the aggregate of forty-five thousand (45,000) dollars, which said bonds, however, cannot be delivered to or had by said first party until it shall have constructed and put in operation the said portion of said railroad between Keithsburg and the said point on the American Central Railroad, and which the said first party, now without credit, is unable of itself to accomplish.

And whereas, said first party, for the purpose of obtaining money necessary to proceed with the construction of said section of railroad between Keithsburg and the said point on the American Central Railroad, to procure and pay for the right of way, and also to pay the contractor, the said second party, who hereby agrees to obtain the iron, ties, and other material necessary for the construction of said section of railroad, and to construct and complete the same as hereinafter stated, has executed and is about to issue its bonds in the sum of one thousand (1,000) dollars each, of even date herewith, payable in the city of Boston, with semi-annual interest thereon at the rate of eight (8) per cent per annum, free of government tax, and payable in like manner in the city of Boston, which said bonds amount in the aggregate to one hundred and fifty thousand (150,000) dollars, and have twenty (20) years to run to maturity, all of which said bonds are to be stamped as the law requires, and their payment has been secured by a deed of trust or mortgage

duly executed by said first party to James F. Joy, of the city of Detroit and State of Michigan, trustee therein and party of the second part herein, on its aforesaid railroad, made and to be made, its right of way, road-bed, superstructure, grounds, buildings, and all other of its property connected therewith, together with the rights, privileges, and franchises of said first party belonging thereto and the revenues to be derived therefrom, which said trust mortgage bears even date herewith and has been duly recorded in the counties through which said railroad runs.

And whereas, the proceeds of said bonds and other means of said first party will be sufficient only for the construction and completion of said section of railroad between Keithsburg and said point on the American Central Railroad, and the said first party is, and when said railroad shall be completed as herein provided, will be, wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said railroad, and in order that the same may be equipped, maintained, and operated in such manner as the public convenience may require, and a fund be created for the annual purchase of said bonds at not above par and accrued interest so that a present sale can be made of the same in the market, it has become necessary for the said first party to make with the said second party the agreements and covenants hereinafter mentioned.

Now, therefore, this indenture witnesseth: That the said second party hereby stipulates and agrees, for the considerations hereinafter mentioned, to obtain and pay for the right of way, so far as has not already been obtained, from Keithsburg to said point on the American Central Railroad, and to procure all the iron, ties, and other necessary materials, and to construct thereon and complete in a good, substantial manner a first-class railroad, with all necessary switches, turnouts, and station houses, from Keithsburg to said point on the American Central Railroad, and have the same completed and ready for use on or before the first day of January, A. D. eighteen hundred and seventy-one (1871); and in the construction of said section of railroad the said second party agrees to iron the same with iron weighing not less than fifty-four pounds to the yard, to be laid with fish joint, and be fully spiked, surfaced up, and made ready for use, with all needful ditchings and road crossings, all to be done under the plans, specifications, and directions to be made and given by the chief engineer who shall be placed by said first party in charge of the construction of said railroad.

And the said first party, in consideration of the construction and completion of said section of railroad between Keithsburg and the said point on the American Central Railroad, hereby agrees, immediately on the execution of this instrument and as a part of the consideration to the said second party for the construction of the aforesaid section of railroad, to assign, transfer, and deliver to said second party the aforesaid one hundred and fifty thousand (150,000) dollars of first mortgage bonds of said first party as hereinbefore mentioned, to be received,

owned, and negotiated, or otherwise appropriated, by said second party in such manner as to him shall seem best.

The said first party further agrees, in further payment to said second party for the construction of the aforesaid section of railroad, on the completion of the same, to deliver or cause to be delivered to him all the aforesaid township and municipal bonds voted to secure the construction of said section of railroad, amounting as hereinbefore stated in the aggregate to forty-five thousand (45,000) dollars.

The said first party further agrees, in payment to said second party for the construction of the aforesaid section of railroad, upon the execution of this instrument, to assign or cause to be assigned, transferred, and delivered to him all the capital stock which has hitherto been issued, excepting that which has been issued to townships and municipalities in payment of the township and municipal bonds hereinbefore mentioned.

And also to assign and issue to said second party so much additional capital stock, to be delivered to said second party, [as shall] amount to twenty thousand dollars per mile on said section of railroad between Keithsburg and said point on the American Central Railroad, and to issue certificates therefor to said second party whenever he shall demand the same. And said first party further agrees to issue no certificates of stock to any other party or parties whomsoever without the written consent of said second party, until the option hereinafter reserved to said second party to construct other sections of said railroad shall have expired.

And the said first party, for the considerations hereinafter mentioned, hereby further agrees that upon the completion of said section of railroad between Keithsburg and said point on the American Central Railroad, the said party of the second part, his heirs and assigns, shall thereupon have and continue to hold the sole and exclusive possession of said railroad of said first party, and may run, maintain, and operate said section of railroad, and receive the tolls, incomes, and profits thereof and to be derived therefrom, and to appropriate the same to his own use and as he shall be advised, upon compliance with the agreements and provisions hereinafter provided to be kept and performed on his part; and that the said second party shall also have the exclusive right, and it shall be optional with him during the continuance of this contract, to construct or not, as he shall think proper, the whole or any portion of said railroad lying north of said point on the American Central Railroad, or the or any portion of said railroad lying south of Keithsburg. But it is mutually understood, however, that the said second party is not required by the terms of this contract to construct any portion of said railroad other than that lying between Keithsburg and said point on the American Central Railroad.

And the said second party, in consideration of the right to possess, maintain, and operate said section of railroad between Keithsburg and said point on the American Central Railroad, and to receive the tolls, incomes, and profits therefrom as above provided, hereby agrees that

he will, immediately upon the completion of said section of railroad from Keithsburg to the said points on the American Central Railroad either by himself or his duly authorized agents, take exclusive possession, control, and management thereof, and will, either himself or by his said agents, equip, maintain, and operate the said section of railroad, and receive the tolls and income thereof, and pay the semi-annually accruing interest on said first mortgage bonds of said first party, and procure the Chicago, Burlington and Quincy Railroad Company to set aside (40) per cent of the gross earnings on its road derived from the business to and from said section of railroad, for the annual purchase of said bonds at the lowest price at which proposals may be made, but not above par and accrued interest, and also agrees to pay all taxes that may be lawfully assessed on said section of railroad, and pay all damages that may be incurred or occasioned in the maintenance and operation thereof, and save said party of the first part harmless therefrom; or he will procure a contract to be entered into by and between the Chicago, Burlington and Quincy Railroad Company and the said first party, in virtue of which the said Chicago, Burlington and Quincy Railroad Company shall, upon the completion of said section of railroad as herein provided, take absolute and exclusive control and management thereof, and shall purchase and place thereon such and such an amount of rolling stock as the business of the country through which said railroad runs may reasonably require, and shall keep said section of railroad equipped and in good repair, and maintain and operate the same as a part of its own road or otherwise, but in such manner as to furnish all reasonable facilities to the travelling and business public along the line of said section of railroad, and shall pay all taxes and assessments that may be levied or assessed upon said section of railroad or any part thereof during continuance of this contract, and to pay all damages that may be incurred or occasioned in the maintenance and operation of said section of railroad, and save said party of the first part, its successors and assigns, harmless therefrom; and in addition thereto the said Chicago, Burlington and Quincy Railroad Company, in consideration of the use of said section of railroad and of the income to be derived therefrom, shall pay to the holders of the said one hundred and fifty thousand dollars of first mortgage bonds of said first party the semi-annually accruing interest thereon as it shall become due and payable according to the terms thereof, and shall set aside forty (40) per cent of the gross earnings on its own road accruing from the business going to and coming from the aforesaid section of railroad of said first party, and pay over annually in the month of November in each year the amount thereof to the trustee named in the deed of trust securing said bonds, to be applied by him to the purchase of bonds on proposals to be invited by notice duly published annually, whenever the same can be purchased at or less than par and accrued interest. *Provided*, that if in answer to proposals for the purchase of bonds in any one year, none shall be offered for sale upon said terms, then the funds for the purchase of bonds for that year are to be returned to said Chicago, Burlington and

Quincy Railroad Company, its successors and assigns; but the fact that no bonds are offered for sale in any one year shall not relieve the said Chicago, Burlington and Quincy Railroad Company from setting aside forty per cent of the gross earnings for the next or any ensuing year.

And it is hereby mutually agreed by and between the parties hereto that the said second party, his heirs and assigns, in case he or they equip, maintain, and operate said section of railroad, and especially in case the said Chicago, Burlington and Quincy Railroad Company shall take possession of the same and equip, maintain, and operate it, that company shall be and are hereby clothed with all the requisite authority, rights, privileges, and franchises of said first party in and to the same which may be necessary or convenient to the equipment, maintenance, and operation of said section of railroad, and the receipt of the tolls and incomes therefrom; and the said party of the second part and his assigns, and the said Chicago, Burlington and Quincy Railroad Company in case it shall come into possession of the aforesaid section of railroad, may maintain and operate the same in the name of said first party or otherwise as they shall think proper, and may have, use, and employ the name of said first party and its rights, privileges, and franchises relating to said section of railroad whenever and in such manner as may be necessary or convenient in the transaction of the business connected therewith.

It is hereby further mutually agreed and understood that this contract shall continue and be in force for the period of ninety-nine (99) years from and after the date hereof. And that the same, and each and every of the provisions, stipulations, and agreements thereof, shall be binding upon the successors, heirs, and assigns of the respective parties hereto.

In witness whereof, the said first party has caused its corporate name to be subscribed to this instrument by its president, and its corporate seal to be hereto affixed and attested by its secretary, and the said second party has hereunto set his hand and seal, the day and year first above written.

DIXON AND QUINCY RAILROAD COMPANY,

[SEAL] By A. C. HARDING, *President.*

Attest: F. GLANCEY, *Secretary.*

[SEAL] JAMES F. JOY.

LEASE, November 1, 1870. The Dixon and Quincy Railroad Company and Chicago, Burlington & Quincy Railroad Company.

This Indenture, made and entered into this first (1st) day of November, in the year of our Lord one thousand eight hundred and seventy (1870), by and between the Dixon and Quincy Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, both corporations duly organized under and in accordance with the laws of the State of Illinois.

Whereas, the said first party is authorized by the aforesaid laws to construct, maintain, and operate a railroad extending from the city of Dixon

on the Rock River, in the county of Lee, by way of Keithsburg in Mercer County to the city of Quincy on the Mississippi River, in said State of Illinois, and has already located that part of its railroad between the town of Keithsburg and a point on the American Central Railroad about three miles east of the town of New Boston, and is now proceeding with the construction of said part of said railroad.

And whereas, for the purpose of obtaining money necessary to proceed with the construction of that section of its railroad between Keithsburg and the said point on the American Central Railroad, to procure and pay for the right of way, and to pay the contractor for labor and materials in the construction thereof and completing it ready for the equipment and use, the said party of the first part has executed its bonds in the sum of one thousand (1,000) dollars each, of even date herewith, amounting in the aggregate to one hundred and fifty thousand (150,000) dollars, having twenty (20) years to run to maturity, bearing interest at the rate of eight (8) per cent per annum, payable semi-annually, free from government tax, with both principal and interest payable in the city of Boston, and has secured the payment of the same by a deed of trust or mortgage duly executed by it to James F. Joy, of the city of Detroit and State of Michigan, upon the aforesaid railroad of said first party, made and to be constructed, its right of way, road-bed, superstructure, grounds, buildings, and all other of its property connected therewith, together with the rights, privileges, and franchises belonging thereto and revenues to be derived therefrom, which said trust mortgage bears even date with said bonds and has been duly recorded in the counties through which said railroad runs.

And whereas, the proceeds of said bonds, and other means and resources of said company, will be sufficient only for the construction of the road-bed and superstructure, and in accomplishing so much the said first party will have exhausted its resources, and will be wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said section of railroad between Keithsburg and said point on the American Central Railroad, and in order that the same may when completed be equipped, maintained, and operated in such manner as the public convenience may require, and means be provided for the payment of the semi-annual interest accruing on said first mortgage bonds of said first party, and a fund be created for the annual purchase of said bonds at the lowest price at which proposals may be made, but not above par and accrued interest, it, the said first party, has made and executed a contract of even date herewith with James F. Joy, of the city of Detroit and State of Michigan, in virtue of which, and for the considerations therein expressed, the said Joy has agreed among other things, either by himself or his duly appointed agents, to take possession of said railroad and to equip, maintain, and operate that portion thereof between Keithsburg and the said point on the American Central Railroad, to pay the interest on the bonds above mentioned, or to procure the said Chicago, Burlington and Quincy Railroad Company to enter into a contract with said first party, in virtue of which that company shall,

on the completion of said section of railroad between Keithsburg and said point on the American Central Railroad, equip, maintain, and operate the same during the continuance of said contract with the said Joy, and pay the semi-annually accruing interest on said bonds, and also to set aside forty (40) per cent of the gross earnings on its own road accruing from the business going to and coming from the aforesaid section of road, to be applied to the purchase of said bonds annually at not above par and accrued interest, and also to pay all taxes and assessments that may be lawfully levied on said section of railroad, and all damages that may be occasioned in the maintenance and operation of the same.

And whereas, the said second party, at the solicitation of and in pursuance of an agreement with said Joy to that effect, has consented to make such contract, and undertake the equipment, maintenance, and operation of said section of railroad.

Now, therefore, this indenture witnesseth: That the said party of the first part hereby agrees, in consideration of the covenants herein contained to be kept and performed by said second party that upon the completion of said section of railroad of said party extending from Keithsburg to said point on the American Central Railroad, by the said James F. Joy and his duly authorized agents, and the transfer and possession thereof to said second party in accordance with the agreement between said Joy and said second party above mentioned, it, the said party of the second part, shall have and continue to hold the exclusive possession, control, and management of said section of railroad, and shall have and receive to its own use the earnings and revenues which may accrue or be derived from the aforesaid section of railroad; and in order that the said second party may have every facility for the equipment, maintenance, and operation of said section of railroad, in such manner as the business public may require, it, the said first party, hereby assigns and transfers all its rights, privileges, and franchises in and belonging to the said section of railroad, and requisite to its use and maintenance, to said second party, and hereby clothes this said second party with all needful authority, in the name of said first party or otherwise as it shall deem best, to exclusively possess said section of railroad, and to equip, maintain, and operate the same during the continuance of this contract, and as fully to all intents as the said first party could or might do were it to remain in the possession thereof.

And the said second party, in consideration of the premises and the gains and profits to be derived from the aforesaid section of railroad, hereby covenants and agrees to take possession of the aforesaid section of railroad, property, and appurtenances thereto belonging, and as soon as the same shall be completed and ready for use to procure and place thereon such and such an amount of rolling stock as may be reasonably required in the transaction of the business thereof, and will at all times keep the same equipped and in good repair, and during the continuance of this contract will run, maintain, and operate the same as a part of its own road and in connection therewith, in such a manner as will furnish reasonable accommodations to the travelling and business public, and

that it will pay or cause to be paid all taxes or assessments that may be lawfully levied, charged, or assessed on said section of railroad or any part thereof, and will pay and discharge all damages and liabilities that may be caused or occasioned by said second party in the maintenance and operation thereof, and save said first party and its successors harmless therefrom.

And the said second party, for the aforesaid considerations, further agrees that it will pay or cause to be paid the semi-annually accruing interest on the aforesaid one hundred and fifty thousand dollars of first mortgage bonds of said party hereinbefore mentioned, when and where the same shall become due and payable according to the tenor thereof, and that it will set aside forty (40) per cent of the gross earnings accruing from the business, both freight and passenger, over its own road or any part thereof, coming from and going to the aforesaid section of railroad between Keithsburg and the said point on the American Central Railroad, as a fund to be annually appropriated each year to the purchase of the aforesaid bonds of said first party so long as they can be purchased at or less than par and accrued interest, and that it will cause to be kept a separate account of all such earnings, and on the first day of November in each year will pay over the amount thereof to the trustee named in the aforesaid trust mortgage securing said bonds, or his successors, to be applied by him or them to the purchase of said bonds at the lowest price at which proposals may be made for them, but not above par and accrued interest, in the manner hereinafter provided.

And it is mutually agreed by and between the parties hereto that the said trustee named in the said trust mortgage shall in the month of November in each year advertise for proposals for ten (10) successive days in a daily newspaper for the time being in the city of Boston, stating therein the time and place when and where and the terms upon which the said bonds will be purchased, for the information of such of the holders of said bonds as may wish to sell any of the same on the terms contained in this agreement. If in response to said advertisement none of such bonds are offered for sale on the terms aforesaid, then the obligation to purchase bonds for that year and until the time for another advertisement shall cease, and the moneys thus applicable to the purchase of bonds for that year shall be returned to said second party or its successors; but the fact that no bonds are offered for sale on the terms herein provided for that year or any one year shall not in any manner affect the liability and obligation of said second party to purchase said bonds on the terms and in the manner herein provided with the amount which may accumulate from the forty per cent of the gross earnings for the next or any year thereafter, and which by the terms of this agreement shall be applicable to the purchase of said bonds: it being the intention of this agreement not to purchase said bonds at more than par and accrued interest, and when they cannot be purchased at or less than par and accrued interest, the funds provided therefor, not being required for that purpose, shall be returned to and may be divided and used by said second party like other earnings of its road, year by year.

It is also mutually agreed that an abstract of this agreement relating to the payment of interest and to the purchase of said bonds shall be printed and attached to each of them, and that the provisions of this contract shall only extend to the one hundred and fifty thousand dollars of bonds hereinbefore mentioned, and to those of them only which shall have printed and attached thereto the abstract above mentioned.

And that it shall be the duty of said trustee, upon the purchase of said bonds or any of them as herein mentioned, to deliver the same to said second party, to be held, used, and employed by it and its successors as its own property and in such manner as it shall deem advisable.

It is further mutually agreed that this contract shall take effect and be in force for the period of ninety-nine (99) years from and after the date thereof; and that each and every of the stipulations and provisions of this contract shall be binding upon the successors and assigns of the respective parties hereto.

In witness whereof, the parties hereto have caused their respective corporate names to be hereto subscribed by their respective presidents, and their respective corporate seals to be hereto affixed and attested by their respective secretaries, on the day and year first above written.

DIXON AND QUINCY RAILROAD COMPANY

[SEAL] By A. C. HARDING, *President.*

Attest: F. GLANCEY, *Secretary.*

THE CHICAGO, BURLINGTON AND QUINCY,
RAILROAD COMPANY,

[SEAL] By J. F. JOY, *President.*

Attest: A. T. HALL, *Secretary.*

DEED—June 1, 1899, The Dixon and Quincy Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Dixon and Quincy Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth:* That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Arpee, in Mercer County, extending thence southerly to Keithsburg, in said county, a distance of about six and twenty-five hundredths (6.25) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for ninety-nine (99) years, and has offered to purchase the remaining interests, property, and franchises of the first party in

and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release assign and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE DIXON AND QUINCY RAILROAD COMPANY,
[SEAL] By CHESTER M. DAWES, *President.*
Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[SEAL] By C. E. PERKINS, *President.*
Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. M. Dawes, President of The Dixon and Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Dixon and Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. M. Dawes acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, } ss.
COUNTY OF DES MOINES. }

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company;

that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

[SEAL] W. F. McFARLAND,
Notary Public for said County and State.

Recorded in Mercer County Illinois June 21, 1899 Book 66 Page 443

TRUST MORTGAGE, November 1, 1870, The Dixon and Quincy Railroad Company to James F. Joy, Trustee.

This Indenture, Made this First (1st) day of November, in the Year of Our Lord One Thousand Eight Hundred and Seventy (1870), by and between the "Dixon and Quincy Railroad Company," a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and James F. Joy, of the city of Detroit and State of Michigan, party of the second part;

Witnesseth: That whereas, the "Dixon and Quincy Railroad Company," pursuant to the terms of the statutes and acts of the Legislature of said State of Illinois, and of the organization of said Company, under and in accordance therewith, is authorized to construct a railroad from the city of Dixon, on the Rock River in the county of Lee, by way of Keithsburg, to Quincy on the Mississippi River, in said State of Illinois, and

Whereas, The said "Dixon and Quincy Railroad Company" is desirous of borrowing money, to an amount not exceding One Hundred and Fifty Thousand (150,000) Dollars, to aid in the construction of that part of its said railroad extending from a point on the American Central Railroad about three miles east of the town of New Boston, to the town of Keithsburg, in the county of Mercer in the State of Illinois, and to be applied to the purchase and transportation of iron and in payment of the contractors for constructing and furnishing materials for the said portion of said railroad, and other purposes connected with the construction of the same, and has resolved to execute the Bonds of said Company therefor as follows, to wit: One hundred and fifty (150) Bonds, in sums of One Thousand (1,000) Dollars each, bearing date the first (1st) day of November, A. D. Eighteen Hundred and Seventy (1870), having Twenty (20) Years to run to maturity, bearing interest at the rate of Eight (8) per cent. per annum, free of Government tax, and payable semi-annually, on the first days of May and November in each year, at the office of the Chicago, Burlington and Quincy Railroad Company in the city of Boston, Massa-

chusetts, where both principal and interest of said Bonds are made payable, or at such other place as it may designate for that purpose; and has resolved to secure the punctual payment of said Bonds, both principal and interest, by a Mortgage or Deed of Trust of its said railroad, extending from Dixon to Quincy aforesaid, and all of its corporate property and franchises of every nature and kind connected therewith, to the said party of the second part, Trustee and Mortgagee, for the benefit of the holders of said Bonds; all of which said Bonds are to bear the same date, and are to stand equally secured by this Deed of Trust, and are to be duly stamped with the revenue stamps required by law, and are to be numbered consecutively from number one (1) to one hundred and fifty (150) both inclusive, each of which said Bonds is to be authenticated by a certificate signed by the Trustee named in this Deed of Trust.

Now, therefore, this Indenture Witnesseth, That the said "Dixon and Quincy Railroad Company," in order to secure the payment of its said Bonds and the interest thereon, and in consideration of the sum of Five (5) Dollars to it in hand paid by said second party, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents doth grant, bargain, sell, transfer and convey to said party of the second part, his successors in said trust and assigns, all the following and all the above described property, to wit: All the present and in future to be acquired property of said "Dixon and Quincy Railroad Company" relating to said railroad, and all the right, title, interest and equity of redemption therein, that is to say: All the railroad of said first party now made, and to be constructed, extending from the city of Dixon on Rock River, in the county of Lee, by way of Keithsburg, to Quincy on the Mississippi River, including the right of way therefor, road-bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all lands and depot grounds, station-houses, depots, viaducts, bridges, timber and materials, and property purchased or to be purchased for the construction and completion of said railroad, and all the engines, tenders, cars and machinery, and all kinds of rolling stock now owned or hereafter to be purchased by said first party for and to be used upon said railroad, all the revenues and income of said railroad, and all the franchises, rights and privileges of said first party relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including all machine-shops, tools, implements, and personal property used thereon or along the line of said railroad.

To have and to hold The said railroad and property, and all and singular, the said premises and every part thereof, with the appurtenances, unto the said party of the second part, his successors in said trust and assigns. But upon the following express trust, that is to say:

The said party of the second part, in order that the security hereby created may be complete and absolute, shall have and is hereby invested with the immediate possession of said railroad premises and property, and the rights, privileges and franchises hereby conveyed and intended to be conveyed, and until the final payment of said Bonds and each and every renewal thereof, the said party of the second part, his successors in said

trust and assigns, shall have and exercise all the rights, powers and privileges of a mortgagee in possession and during the construction of said railroad or any part thereof, the possession of the contractors for the purposes of construction shall be deemed and taken to be the possession of said party of the second part, his successors in said trust and assigns; and the said party of the second part, his successors in said trust and assigns, is hereby fully authorized and empowered to possess, maintain, and operate the said railroad premises and property hereby conveyed, or any part thereof, by himself, or by his agents or attorneys by him duly constituted or appointed; and when the track and superstructure of any part of said railroad shall have been completed, in case the said first party neglects to equip or cause the same to be equipped, the said second party, his successors in said trust and assigns, shall have power and authority to place thereon the necessary rolling stock, and to maintain and operate said part of said railroad by himself or by his duly authorized agents, or he may procure any other party or parties, individual or corporate, to equip, maintain and operate the same, and for that purpose he is hereby fully invested with all requisite authority and power to make such arrangements, contracts and agreements in his own name, or in the corporate name and under the corporate seal of said first party, for such time and on such terms and conditions as to him shall seem proper, and also to do and perform all such other acts and things in the premises as may be necessary or convenient in executing the trust hereby created; and it shall be the duty of said second party, his successors in said trust and assigns, by himself or by his aforesaid individual or corporate agents, to enter upon and take possession of said railroad, between the American Central Railroad and Keithsburg, aforesaid, (that being the only part of said railroad now in process of construction or soon to be completed), and its appurtenances and the property thereto belonging and proper for its use, and to make, from time to time, all needful repairs, alterations and additions thereto, and after deducting the expenses of such repairs, alterations and additions, and the cost of maintaining said part of said railroad, including all necessary and reasonable charges and expenses, to apply, from time to time, the proceeds of the same to the payment, *pro rata*, of the interest as it shall become due and payable on said Bonds, and to the payment of the principal thereof at maturity; and in case the said proceeds shall not be sufficient to pay the several installments of interest on, and the principal of said Bonds, as they shall severally become due and payable, and the said first party, its successors and assigns, shall fail or neglect to pay such deficiency, or any part thereof, at the time when, and the place where the same shall become due and payable, according to the tenor and effect of said Bonds and coupons thereto attached, and for thirty (30) days thereafter, then, and in that case, each and every of said Bonds shall thereupon, at the option of the respective holders thereof, become immediately due and payable, and the said party of the second part, his successors in said trust and assigns, at his discretion *may*, and on the written request of the holders of one-tenth of said bonds then unpaid, *shall* cause the said railroad, premises and property, or so much thereof as may be necessary to pay and discharge the principal and interest

of all such of said bonds as may be then unpaid, together with the expenses of said sale, to be sold at public auction in the City of Chicago, in said State of Illinois, after giving thirty (30) days' notice of the time and place and terms of such sale by publishing the same in one of the principal newspapers for the time being in each of the cities of Boston and Chicago, and upon such sale to execute to the purchaser or purchasers thereof, good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said "Dixon and Quincy Railroad Company," party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest or claim in or to the said premises and property, or any part thereof. And the said Trustee shall, after deducting from the proceeds of said sale the cost and expense thereof, and of managing the said property, and enough to indemnify and save himself harmless from all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal of said Bonds remaining unpaid, whether the same be then due and payable or otherwise, and shall restore the residue thereof to said first party, its successors and assigns. It being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption or extension laws by said first party, its successors or assigns, or any injunction or stay of proceedings be had, or any process be obtained or applied for by it or them, to prevent such entry, sale and conveyance as aforesaid.

It is hereby mutually agreed that the said party of the second part, his successors in said trust and assigns, may and is hereby authorized, in case he or they shall at any time deem it for the interests of the holders of said Bonds hereby secured, to restore the possession of said railroad to said party of the first part, its successors and assigns, or to transfer the possession thereof, together with the equipment that may be placed thereon and other property connected therewith, to any assignees or other parties authorized by said first party to receive and hold possession of the same, at all times retaining, nevertheless, the right and authority to again take possession and fully to repossess himself or themselves of the same, upon any default in the payment of the principal and interest of the Bonds hereby secured, or any part thereof as they shall severally become due and payable, or for any other violation on the part of said first party, its successors and assigns, of any of the covenants and agreements therein contained.

It is also mutually agreed and understood that the proceeds of said Bonds of said first party shall be applied to the construction and completion of that part of said railroad lying between the American Central Railroad and Keithsburg aforesaid, and not elsewhere, nor for any other purpose whatsoever.

It is further mutually agreed that at the maturity of said Bonds, and at the maturity of any other Bonds that may be issued under this mortgage, they and every of them may be paid and taken up by substitution, issue and sale in place thereof of other Bonds of said first party of like character and bearing the same rate of interest, and all such issues and

successive issues of Bonds shall be countersigned by the said Trustee named herein, his successors in said trust or assigns, but the aggregate amount at any one time outstanding shall not exceed the sum of One Hundred and Fifty Thousand (150,000) Dollars. And the said party of the second part, his successors in said trust and assigns, is hereby fully authorized and empowered, at the maturity of said Bonds, and at the maturity of each successive issue of said Bonds under this instrument as herein contemplated, to make, execute and deliver, or cause to be made, executed and delivered, from time to time, in due form of law, and under the seal and in the name of said first party, or otherwise, as they shall deem best, new Bonds of like character as those herein described, bearing the same rate of interest, and to countersign and make sale of the same in the market for the purpose of paying and taking up the aforesaid first mentioned Bonds, and each and every successive issue of Bonds that may be made, issued and substituted in place thereof, and all such Bonds as may be thus substituted and issued, whether in one or successive issues, shall be deemed and taken to be secured by this Indenture of Trust in the same manner and to the same extent as are the Bonds of said first party herein first described: Provided, that no Bonds shall be substituted or issued under the provisions of this instrument maturing later than the first day of November, A. D. Nineteen Hundred and Sixty-nine (1969).

It is hereby expressly understood and agreed that the "Dixon and Quincy Railroad Company," for itself, its successors and assigns, shall execute and deliver any further reasonable and necessary conveyance of said premises, or any part thereof, to said party of the second part, his successors in said trust and assigns, which counsel may advise, for more fully conveying the said premises and carrying into effect the objects and purposes of these presents, and causing them to embrace the property and effects so conveyed or intended to be conveyed.

It is further mutually agreed, that upon the payment of the principal and interest of said bonds the estate hereby granted to said second party shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgement of satisfaction, conveyance, re-entry or other act and that the said second party, his successors in said trust and assigns, having used reasonable care, shall not be liable for the mismanagement or want of proper management of said railroad and property, or any part thereof, and shall only be accountable for reasonable diligence in the management of said trust, and shall not be responsible for any agent employed by him when such agent shall have been employed with reasonable precaution; and that the said party of the second part, his successors in said trust and assigns, shall be entitled to reasonable compensation for his services in the management of said trust.

And it is hereby further understood and agreed, that in case of the death, or resignation, or mental inability of said trustee to act in the matter of said trust, all his right, estate, interest, power and control in the premises shall be divested, cease and determine, and the said party of the first part, or its successors and assigns, and a majority of the holders

of said Bonds may mutually agree upon a new Trustee or Trustees to supply such vacancy, or, failing so to agree, the said party of the first part, its successors and assigns may, or, in case of its or their failure to take proceedings therefore for thirty (30) days, the holders of a majority of said Bonds may apply to any Court in the State of Illinois having jurisdiction of the premises, to appoint some proper person or persons to act as Trustee or Trustees herein; and such new Trustee or Trustees, when appointed, shall become vested, for the purposes aforesaid, with all the right, interest and power requisite to enable him or them to execute the purposes of this trust, without any further or other authority, release or conveyance of the same. But, should it be desirable or necessary, the said parties hereto shall each execute and deliver such release and conveyance as counsel, learned in the law, may advise.

And the said "Dixon and Quincy Railroad Company" further covenants and agrees that all the moneys realized from the sale of said One Hundred and Fifty Thousand ($150,000) Dollars of Bonds herein first mentioned, which are secured by this Deed of Trust, shall be faithfully applied to the construction and completion of said section of railroad and its appurtenances, between Keithsburg and said point on the said American Central Railroad, and not elsewhere, and for no other purpose whatsoever.

And the said party of the second part hereby accepts the trust created by these presents.

In witness whereof, The said "Dixon and Quincy Railroad Company" has caused its Corporate Seal to be hereto affixed, attested by its Secretary, and its corporate name to be hereunto subscribed by its President; and the said party of the second part has signed and sealed the same, all on the day and year first above written.

Dixon & Quincy Rail Road Company,
[SEAL] *By* A. C. HARDING, *President.*
Attest
T. GLANCEY, *Secy.*

STATE OF ILLINOIS,
COUNTY OF COOK } ss.
CITY OF CHICAGO.

Be it remembered, that on this nineteenth day of November A. D. 1870, before me, a Notary Public, residing in the City of Chicago in the County of Cook and State of Illinois, duly appointed by the Governor of said State of Illinois, to take acknowledgements, and proofs of deeds and other instruments in writing, under seal, to be used and required in said State of Illinois, personally came A. C. Harding, President of the "Dixon and Quincy Railroad Company," who is known to me to be the person whose name is signed to the foregoing deed of conveyance, and who, being by me duly sworn, deposes and says: That he resides in the City of Monmouth, and County of Warren and State of Illinois; that he is President of the "Dixon and Quincy Railroad Company," that he knows the Corporate Seal of said Company; that the Seal affixed to the foregoing conveyance is the Corporate Seal of said Company; that it was affixed thereto by au-

thority and direction of the Board of Directors of said Company; and that he signed the corporate name of said Company to the foregoing conveyance, by like authority of said Board of Directors, as President of said Company, and acknowledged that he executed and delivered the said deed as his free and voluntary act, for the uses and purposes therein set forth; and that the said Company also executed the said conveyance, as its free and voluntary act, for the uses and purposes in said conveyance mentioned.

In witness whereof, I have hereunto set my hand and official Seal this nineteenth day of November A. D. 1870.

[SEAL] W. F. WHITEHOUSE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WHITESIDE	November 23, 1870	54	234
MERCER	November 23, 1870	I	396
HANCOCK	November 23, 1870	20	381
HENDERSON	November 23, 1870	4	219

AGREEMENT, April 18, 1905, as to Successors in Trust in re Trust Mortgage of November 1, 1870.

This Agreement, made this eighteenth day of April A. D. 1905, by and between the Dixon & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, *Witnesseth:*

Whereas, on the first day of November, 1870, the party of the first part, in order to obtain funds for the construction of its railroad extending from a point about three miles east from the town of New Boston to the town of Keithsburg, in the State of Illinois, conveyed to James F. Joy, Trustee, and his successors in trust,

"All the present and future to be acquired property of the said Dixon & Quincy Railroad Company relating to said railroad, and all the right, title, interest and equity of redemption therein, that is to say, all of the railroad of said first party (Dixon & Quincy Railroad Company) now made and to be constructed, extending from the city of Dixon, on Rock River, in the County of Lee, by way of Keithsburg to Quincy, on the Mississippi River, including the right of way therefor, road bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all lands and depot grounds, station houses, depots, viaducts bridges, timber and material and property purchased or to be purchased for the construction and completion of said railroad, and all the engines, tenders, cars and machinery and all kinds of rolling stock now owned or hereafter to be purchased by said first party, for and to be used upon said railroad, all the revenues and income of said railroad, and all the franchises, rights and privileges of said first party (Dixon & Quincy Railroad Company) relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired,

including all machine shops, tools, implements, and personal property used thereon or along the line of said railroad,''

in trust nevertheless to secure the payment of an issue of bonds for the total sum of one hundred and fifty thousand dollars ($150,000), which trust deed was acknowledged on the 19th day of November, 1870, and recorded as follows; in the Recorder's office of Whiteside County, on November 23rd, 1870, in Book 54, page 234; in the Recorder's office of Mercer County, on November 23rd, 1870, in Book I of Real Estate Mortgages, on pages 396 to 401 inclusive; in the Recorder's office of Henderson County on November 23rd, 1870, in Volume 4 of Mortgages on pages 219 to 225 inclusive; and in the Recorder's office of————County, on November 23rd, 1870, in Book 20 of Mortgages, at pages 381 to 387 inclusive.

And Whereas said trust was accepted by the said James F. Joy, and the said James F. Joy acted as trustee thereunder until September 24th, 1896, when he died;

And Whereas, the said trust is still *in esse* and unexecuted but cannot be administered for want of a trustee,

And Whereas, it is provided in and by said trust deed that

''In case of the death of, resignation or mental inability of said trustee to act in the matter of said trust, all his right, estate, interest, power and control in the premises shall be divested, cease and determine, and the said party of the first part (Dixon & Quincy Railroad Company) or its successors and assigns, and the majority of the holders of said bonds, may mutually agree upon a new trustee or trustees to supply said vacancy * * * and such new trustee or trustees when appointed shall become vested for the purposes aforesaid with all the right, interest and power requisite to enable him or them to execute the purposes of this trust, without any further or other authority, release or conveyance of the same.''

And Whereas the party of the second part is the holder and owner of a majority of said bonds, to wit, all of said bonds,

Now, Therefore, in consideration of the premises, and of one dollars and of other good and valuable considerations the receipt whereof is hereby acknowledged, it is hereby agreed that C. I. Sturgis, of Chicago, Illinois, be and he is hereby appointed trustee in the place and stead of James F. Joy, deceased, with all the right, interest and power held and enjoyed by the said James F. Joy under said trust deed.

In Witness Whereof the parties hereto have caused this instrument to be executed the day and year first above written.

[SEAL] Dixon & Quincy Railroad Company,
By CHESTER M. DAWES, *Its President.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
By T. S. HOWLAND, *Its Vice President.*

I hereby accept the appointment as trustee in the place of James F. Joy, deceased, under the aforesaid trust deed.

C. I. STURGIS.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HENDERSON	April 20, 1905	53	246
MERCER	April 25, 1905	86	117
WHITESIDE	May 12, 1905	181	136
HENRY	May 18, 1905	232	454
LEE	May 23, 1905	K	238
ADAMS	June 3, 1905	91	341
HANCOCK	July 20, 1905	4	139

RELEASE, July 18, 1906, C. I. Sturgis, Successor in Trust to The Dixon and Quincy Railroad Company.

Know all men by these presents: That I, C I. Sturgis, of Chicago, Illinois, duly appointed and qualified as successor in trust to James F. Joy, Trustee, in accordance with the terms and conditions of the Trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, remise, release, convey and quit-claim unto the Dixon & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, all the right, title and interest of every nature and description whatsoever which I may have acquired in, to or by a certain Trust Deed dated November 1, 1870, and recorded as follows: In the Recorder's Office of Whiteside County, Illinois, November 23, 1870, in book 54, Page 234; in the Recorder's Office of Mercer County, Illinois, November 23, 1870, in Book 1 of Real Estate Mortgages, on pages 396 to 401 inclusive; in the Recorder's Office of Henderson County, November 23, 1870, in Book 4 of Mortgages, pages 219 to 225 inclusive; in the Recorder's Office of Hancock County, Illinois, November 23, 1870, in Book 20 of Mortgages, at pages 381 to 387 inclusive; in the Recorder's Office of Henry County, Illinois, December 1, 1870, in Book 100, at page 616; in the Recorder's Office of Lee County, Illinois, November 22, 1870, in Book "O", at page 613; in the Recorder's Office of Adams County, Illinois, in Book VI, at page 231; to the premises therein described, to-wit:

All the present and in the future to be acquired property of said Dixon & Quincy Railroad Company relating to said railroad, and all the right, title, interest and equity of redemption therein, that is to say: All the railroad of said first party now made and to be constructed, extending from the City of Dixon on Rock River, in the County of Lee, by way of Keithsburg, to Quincy on the Mississippi River, including the right of way therefor, roadbed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes and all lands and depot grounds, station-houses, depots, viaducts, bridges, timber and materials, and property purchased or to be purchased for the construction and completion of said railroad, and all the engines, tenders, cars and machinery, and all kinds of rolling stock now owned or hereafter to be purchased by said first party for and to be used upon said railroad, all the revenues and income of said railroad, and all the franchises, rights and privileges of said first party relating thereto, and property acquired by virtue thereof, now

in possession or hereafter to be acquired, including all machine shops, tools, implements and personal property used thereon or along the line of said railroad; also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, I have hereunto set my hand and seal this 18th day of July 1906.

[SEAL]

C. I. STURGIS,
Successor in Trust.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

I, J. H. Pettibone, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that C. I. Sturgis, successor in trust, personally known to me to be the same person who executed the foregoing instrument as successor in trust, appeared before me this day in person and acknowledged that he executed said instrument as successor in trust, as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this 18th day of July 1906.

[SEAL]

J. H. PETTIBONE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WHITESIDE	July 25, 1906	174	182
MERCER	October 6, 1906	87	134
HENDERSON	October 12, 1906	54	402
HANCOCK	October 18, 1906	G	183
HENRY	October 26, 1906	247	442
LEE	November 2, 1906	62	84
ADAMS	November 30, 1906	185	544

DIXON, PEORIA AND HANNIBAL RAILROAD COMPANY

All of the original records of this Company were destroyed in the Chicago fire in 1871, but it was probably a C. B. & Q. branch proposition from the start.

Of date March 5, 1867, the Illinois Legislature passed a Special Act authorizing the construction of the road from Dixon to Quincy.

Apparently all the legal relations between the Company and the C. B. & Q. are expressed in the Lease of July 1, 1867.

Local aid township bonds had been voted to the amount of $310,000, all of which were placed in the C. B. & Q. Treasury as likewise first mortgage railroad bonds of $800,000 which latter were sold to the public.

As part of the rental under the Lease the C. B. & Q. agreed to devote all the net earnings on the branch (fifty per cent of the gross) to pay the interest on the bonds and provide a Sinking Fund to purchase the bonds if offered at less than par. The C. B. & Q. always paid the interest and took up the principal of all the bonds when they came due July 1, 1889, relying upon its Lease and ownership of all the Stock.

Of date June 1, 1899, the road was deeded to the C. B. & Q. in fee simple.

ACT OF LEGISLATURE

Approved March 5, 1867.

AN ACT to incorporate the Dixon, Peoria and Hannibal Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That William H. Van Eppes, Tobias S. Bradley, George W. Scott, John H. Bryant, Jason C. Ayers, James K. Edsall, James L. Camp, John P. Reynolds, John H. Cropsey, James Ross, Samuel C. Ells, and Henry T. Noble, are hereby made and constituted a body politic and corporate, by the name and style of "Dixon, Peoria and Hannibal Railroad Company," with perpetual succession; and by that name and style shall be capable, and are hereby empowered and authorized in law, of taking, purchasing, holding, leasing, selling and conveying real

and personal estate and property, so far as the same may be requisite and necessary for the purposes hereinafter mentioned; and in their said corporate name, may sue and be sued, plead and be impleaded, defend and be defended, in all the courts and places; to have a common seal, which they may alter and renew at pleasure; to have a capital stock of five hundred thousand dollars, to be divided into shares of one hundred dollars each, which said capital may be increased from time to time, by a vote of a majority of the directors of the corporation, to any sum requisite for the completion and fulfillment of the objects and purposes of the corporation hereby created; and the said above named persons shall be and constitute the first board of directors, and are hereby vested with and may have and exercise all powers, rights, privileges and immunities, which are or may be necessary to carry into effect, and complete, use and enjoy the purposes and objects of this act, as hereinafter set forth.

§ 2. Said directors shall organize the board as soon as practicable after the passage of this act, by electing one of their number president, and by appointing a secretary and treasurer, which organization shall be certified by said directors or a majority of them, and such certificate shall be recorded in the record book of said company, and said record shall be sufficient evidence of such organization, and a certified copy thereof, under the seal of said corporation, shall be received in all the courts of this State, as evidence of the facts therein stated; and said directors shall hold their offices until the first Wednesday of October following their organization, and until their successors shall be elected and qualified as hereinafter provided. All vacancies in said board may be filled by a vote of two-thirds of the directors present, and at any regular meeting of the board, or at a special meeting called for that purpose.

§ 3. The said company are hereby authorized and empowered to locate, and from time to time to alter, change, relocate, construct, reconstruct and fully to finish, perfect, operate and maintain a railroad, with one or more tracks, from the city of Dixon, in Lee county, to some practical point on the east side of the Mississippi river, near or opposite the city of Hannibal, in the State of Missouri, with the right to extend a branch road from any point on the main line, by way of Princeton, to some point on the Illinois river, in the county of Bureau or Putnam, and with the right to either run the main line of said railroad to or through the city of Peoria, or to extend a branch road from any point on the main line to said city of Peoria, and to determine and locate the line of said railroad upon such route and line between said points as may be deemed proper and advantageous by said company. Said company are hereby authorized and empowered to commence the construction of any portion of said railroad, at such place and places along the line of the route to be selected by said company, as it may be deemed expedient and advantageous so to construct the same by said company; and the said company are further authorized to use and operate said railroad, and shall have power and authority to regulate the time and manner in which goods, effects and persons shall be transported on the same, and to prescribe the manner in which said rail-

road shall be used, and the rate of toll for the transportation of persons or property thereon, and for the storage of merchandise and other property under their charge, and shall have power to provide all necessary stock and materials for the operation of said road, and shall have power to erect and maintain all necessary depots, stations, shops and other buildings and machinery, for the accommodation, management and operation of said road.

§ 4. Said directors shall, as soon after the passage of this act as convenient, open books for the purpose of receiving subscriptions to the capital stock of said company, at such places along the line of said road, and elsewhere as said directors shall determine, under the direction of such agents as said directors shall appoint, and said books shall be kept open from time to time until the amount of said capital stock shall be subscribed, or until said directors shall determine to close the same.

§ 5. All and singular the powers, rights, privileges, provisions, rules and regulations conferred, expressed and contained in sections five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), and fourteen (14), of an act entitled "An Act to incorporate the Mississippi Railroad Company," approved February 15th, 1865, shall be and are hereby conferred upon, and made applicable to the company hereby created, in as full and complete a manner as if said sections were inserted at length in this act: *Provided*, that the words "either in this State or the State of Wisconsin," which occur in two places in the said tenth section of said act, shall not be deemed or taken as any part of this act, and said tenth section shall, for the purposes of this act, be read and construed the same as if said words were erased therefrom.

§ 6. The several counties in which any part of said road may hereafter be located, and the several townships in said counties which have adopted or may hereafter adopt township organization, and the cities and incorporated towns in said counties, are hereby authorized to subscribe and take stock in said Dixon, Peoria and Hannibal Railroad Company. Elections may be held in any such county, township, city or incorporated town, upon the question whether such county, township, city or town shall subscribe for any specified amount of the stock of said company, not exceeding one hundred thousand dollars for each county, and not exceeding thirty-five thousand dollars for each of such townships, cities or towns; and elections may be held in any such county, township, city or town, as often as a petition shall be presented as hereinafter specified, until such county, township, city or town shall have subscribed for the full amount of stock authorized by this act. Whenever a petition shall be presented to the board of supervisors, signed by fifty legal voters of any such county, setting forth the amount of stock proposed to be taken by any such county, and specifying the time for holding such an election, it shall be the duty of the county clerk of such county to give twenty days' notice for the time of holding such election, which shall be the same time as that specified in such petition, and whenever a petition shall be presented to the supervisors of any such township, or to the corporate authorities of any such city or

town, signed by twenty-five legal voters of any such township, city or town, setting forth the amount of stock proposed to be taken by any such township, city or town, and specifying the time for holding such an election, it shall be the duty of the clerk of every such township, city or town, to give twenty days' notice of the time of holding such an election in such township, city or town, which shall be the same as that specified in such petition, which said notice or notices shall be given in the same manner, and such election or elections shall be conducted in the same mode and at the places provided for holding general elections in such counties, townships, cities and towns; at which election or elections the qualified voters of the respective counties, townships, cities and towns shall vote "For subscription"; or "Against subscription"; and if a majority of the votes actually cast at any such election shall be "For subscription," it shall be the duty of the board of supervisors of every such county, the supervisor and clerk of any such township, and the corporate authorities of such city or town, to subscribe without unnecessary delay, upon request of said company, for stock in said company, to the amount mentioned in such petition, and to issue and deliver to said company the same amount as the stock so subscribed of the bonds of such county, township, city or town, as the case may be, payable at any time specified, not exceeding twenty years from their date, with interest at a rate not exceeding ten per cent. per annum, payable annually, which said bonds and the interest accruing thereon shall be made payable at such place, within the United States, as said company may request.

§ 7. It shall be the duty of the respective authorities of the several counties, townships, cities and towns, which may vote such subscription, and they are hereby required to levy and collect a sufficient special tax on all the taxable property, both real and personal, in such counties, townships, cities and towns, not exceeding three dollars on every one hundred dollars' worth of taxable property, to pay the interest annually accruing on such bonds, and to liquidate the principal of said bonds, within the time specified in the same for their payment. Said tax shall be levied on the assessments made by the assessors of their respective counties, townships, cities and towns, as provided by the revenue laws of this State for assessing property, and shall be extended on the collector's books of such county, township, city or town, as a special road tax, and collected by the respective collectors of such counties, townships, cities and towns, at the same time and in the same manner, as provided by law for collecting State and county tax, which said tax shall be paid by the respective collectors to the county treasurer of the county in which the tax is collected, deducting therefrom a commission of two per centum only for collecting. And the said county treasurers shall be respectively liable on their bonds for the faithful application of said tax to the payment of the interest and principal of the bonds for which said tax was levied and collected to pay, and shall receive therefor, in full compensation, a commission of two per centum only, for paying out said tax. The corporate authorities of the respective counties and townships, shall certify to the county clerk of the proper county, the rate per

cent. to be levied for each year, for such special tax, and the said county clerks shall extend on the collectors's books for such county or townships, as a special railroad tax, at the rate so certified for each year in the same manner and on all the property on which State and county tax is extended, and the respective authorities of such cities and towns, shall levy and collect such special railroad tax, in the same manner as other tax is levied and collected in and for such towns: *Provided*, that in case the said authorities for any such county or township, shall fail to certify to such clerk the rate, per cent. to be levied for any year, before the time required by law for said clerk to extend State and county tax, then the said clerk shall extend such tax for such year, at the rate of one per centum.

§ 8. Said company shall have the right to acquire, by purchase or lease, the chartered rights, powers and privileges of any person or persons, corporation or corporations, to keep, operate and maintain any ferry or ferries across the Mississippi river, now operated and run, or hereafter to be operated and run in connection with said railroad, and to build and erect a bridge across said Mississippi river at such point as shall be deemed most eligible by said company for that purpose, and upon acquiring such rights, by purchase or lease, or upon the building and erection of such bridge, said railroad company shall have the right to keep and operate such ferry or ferries, and to use and maintain such bridge in connection with such railroad.

§ 9. In case said company shall, within ten years from the passage of this act, complete and put in operation any twenty-five miles or upwards of said railroad so authorized to be built, but shall for any cause, fail to complete the whole of said line within that time, such failure shall not operate as a forfeiture of the franchises of said company, so far as the same may affect or relate to such portion of said road as shall have been so completed and put in operation.

§ 10. There shall be an annual meeting of the stockholders of said company, for the election of directors, the time and place for holding which shall be fixed by the by-laws of said company, and at all meetings each stockholder shall be entitled to vote, in person or by proxy duly appointed, one vote for each share he, she or they may hold and own, *bona fide*, in said corporation. The immediate government and direction of the affairs of said corporation shall be vested in the board of directors, which shall consist of not less than seven nor more than thirteen members. After the election of said board, as aforesaid, such directors shall hold their offices for one year after their election, and until their successors shall be duly elected and qualified. A majority of the board of directors shall constitute a quorum for the transaction of business, and shall elect one of their number to be the president of such corporation; they shall also elect a secretary and treasurer, and may choose such other officers or agents as they may think proper.

§ 11. This act shall be deemed a public act and shall take effect and be in force from and after its passage.

APPROVED March 5, 1867.

Private Laws Illinois 1867 Vol. 2 Page 604

ACT OF LEGISLATURE, Approved March 9, 1869.

AN ACT to amend the charter of the Dixon, Peoria and Hannibal Railway Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That an act entitled "An Act to incorporate the Dixon, Peoria and Hannibal Railroad Company," approved March 5, 1867, be so amended as to authorize the several counties in which any part of said road may be hereafter located, to subscribe or make donations under the provisions of said act, to the capital stock of said company, in any amount not exceeding two hundred thousand dollars for any such county, and that the townships, cities and incorporated towns in any such county be and are hereby authorized to subscribe or make donations under the provisions of said act, to the capital stock of said company, in any amount not exceeding one hundred thousand dollars for any such township, city or incorporated town.

§ 2. This act shall be in force from and after its passage.

APPROVED March 9, 1869.

Private Laws 1869 Vol. 3, Page 283

ACT OF LEGISLATURE

Approved March 31, 1869.

AN ACT to legalize a certain election therein mentioned in the township of Brimfield, in Peoria county.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That a certain election held in the township of Brimfield, in Peoria county, on the third day of August, 1868, at which a majority of the legal voters in said township, in special town meeting, voted to subscribe for and take fifteen thousand dollars of the capital stock of the Dixon, Peoria and Hannibal Railroad Company, over and above the amount authorized to be taken by the charter of said company, is hereby legalized and confirmed, and is declared to be binding upon said township, and may be collected from said township in the same manner as if said subscription had been made under the provisions of said charter.

§ 2. This act shall be deemed a public act, and shall be in force from and after its passage.

APPROVED March 31, 1869.

Private Laws Illinois 1869 Vol. 3, Page 372

ACT OF LEGISLATURE

Approved April 17, 1869.

AN ACT to legalize a certain election therein named.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That a certain election held in the town-

ship of Elmwood, in Peoria county, on the sixteenth day of March, Anno Domini one thousand eight hundred and sixty-nine, at which a majority of the legal voters in said township, in special town meeting, voted to subscribe for and take forty thousand dollars of the capital stock of the Dixon, Peoria and Hannibal Railroad Company, over and above the thirty-five thousand dollars which was, on the same day, subscribed for and taken in accordance with the provisions of the charter of said company, is hereby legalized and confirmed, and is declared to be binding upon said township; and the said forty thousand dollars, when subscribed according to the conditions of said vote, may be collected from said township in the same manner as if the said subscription had been made under the provisions of said charter.

§ 2. This act shall be deemed a public act, and shall take effect and be in force from and after its passage.

APPROVED April 17, 1869.

Private Laws Illinois 1869 Vol. 3, Page 373

LEASE, July 1, 1869 Dixon, Peoria and Hannibal Railroad Company to Chicago, Burlington & Quincy Railroad Company.

Memorandum of Agreement made and entered into this first day of July, in the year of our Lord one thousand eight hundred and sixty-nine, by and between the Dixon, Peoria and Hannibal Railroad Company of the first part and the Chicago, Burlington and Quincy Railroad Company of the second part, both said parties being corporations duly organized and existing by virtue of the laws of the State of Illinois.

Whereas, the said Dixon, Peoria and Hannibal Railroad Company is authorized among other things by its charter to locate, construct, and operate a railroad from the city of Dixon, in the county of Lee and State of Illinois, to some point on the east bank of the Mississippi River near to or opposite the city of Hannibal in the State of Missouri, and is also by its said charter authorized and empowered to commence the construction of any portion of its said railroad at such place and places along the line of the routes to be selected by it as it may deem expedient and most advantageous, and is now presently engaged in the location and construction of that portion of its said railroad extending from Buda, a point on the line of the Chicago, Burlington and Quincy Railroad in the county of Bureau, to Elmwood, a point on the Peoria branch of the C., B. & Q. R. R. in the county of Peoria, and has already made considerable progress in the survey, location, and construction of the same, and expects soon to complete the construction of said part of said railroad, so far as the grading and bridging and making the road-bed is concerned, and placing thereon the track and entire superstructure, and at an early day to have the same in readiness to receive the rolling stock necessary to the maintenance and operation of the same.

And whereas, for the purpose of obtaining right of way and the means thus to complete the road-bed, track, and superstructure, it has executed and is about to negotiate in the market its bonds to the amount of eight

hundred thousand dollars, in sums of one thousand dollars each, dated on the first day of July, A. D. 1869, and payable at any time not less than five nor more than twenty years from the date thereof, in the city of New York, with interest at the rate of eight per cent per annum, payable semi-annually, and free of government tax thereon, which bonds it has secured by the execution and delivery of its first mortgage or deed of trust to James F. Joy and John N. Denison, as mortgagees or trustees therein, upon the said portion of its railroad from Buda in the county of Bureau to Elmwood in the county of Peoria, and including the depots at each of said points, which said mortgage or deed of trust bears date the first day of July, A. D. 1869; and in order that there may be no doubt or question as to the value of said first mortgage bonds, or as to the prompt and certain payment of the interest coupons and principal thereof as they shall severally mature, it, the said Dixon, Peoria and Hannibal Railroad Company, party of the first part, is desirous of and has applied to the said second party for the aid and assistance in the premises hereinafter more particularly mentioned.

And whereas, said section of railroad covered by said mortgage intersects the railroad of the said Chicago, Burlington and Quincy Railroad Company at Buda and at Elmwood as aforesaid, thereby making a direct and continuous connection over the road of the said second party with Chicago and Peoria, and from and to which said section of road of said first party a large amount of traffic and travel will pass over the road of the said second party, and large advantage is thereby expected to be derived by the said second party from the construction and completion of said section of road of the said Dixon, Peoria and Hannibal Railroad Company, the said second party has therefore deemed it advisable and expedient to render the aid and assistance herein specified, as it may lawfully do.

And whereas, the said Dixon, Peoria and Hannibal Railroad Company will have exhausted all its means in procuring the right of way, grading, bridging, tieing, and finally completing the road-bed, track, and superstructure of its said portion of its railroad, and is and will be wholly unable to maintain and operate the same, or procure the rolling stock necessary to maintain and operate it as the business of the country and the public convenience will require, and has therefore for these reasons applied to the said second party to take a lease of said portion of said road, and to maintain and operate the same, and purchase and place thereon all the rolling stock that may be necessary to do the business of the country through which the said section of road of the said first party passes, and the said second party is willing to and has agreed to lease said portion of said railroad of said first party, and to equip and maintain and operate the same.

Now, therefore, this indenture witnesseth: That the said Dixon, Peoria and Hannibal Railroad Company, party of the first part, in consideration of the premises and of one dollar to it in hand paid at the execution of this instrument, and of the covenants and agreement hereinafter contained, to be kept and performed by the said the Chicago, Burlington and Quincy Railroad Company, its successors and assigns, has granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said party of the second part, its successors and assigns, all the following-de-

scribed property of the said Dixon, Peoria and Hannibal Railroad Company, that is to say: all that portion of its said railroad extending from Buda, a point on the line of the Chicago, Burlington and Quincy Railroad in the county of Bureau and State of Illinois, to Elmwood, a point on the Peoria branch of the Chicago, Burlington and Quincy Railroad in the county of Peoria and State of Illinois, made or to be made, including the right of way and land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the rails and other materials used thereon, and procured or to be procured therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon and to be placed thereon, also all the tools, fixtures, and machinery, and all other property, real and personal, pertaining to said road or the use thereof, now owned or which may hereafter be acquired by the said party of the first part, and used in and about the completion of said road-bed, track, and superstructure, and all the property rights, privileges, and franchises of the said party of the first part of, in, to, or concerning the same, together with the rents or incomes to be had, levied, or derived therefrom.

To Have and to Hold the above-described railroad premises and property, with the appurtenances, rights, privileges, and franchises thereto belonging or in any wise appertaining, unto the said party of the second part, its successors and assigns, from the day of the completion of said road ready for the rolling stock, for and during and until the full end and completion of the term and period of ninety-nine years.

And the said party of the second part, in consideration of the leasing of the premises aforesaid to it, doth hereby covenant and agree to and with the said party of the first part, its successors and assigns, to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed upon said demised premises or any part thereof during the existence of this lease, and to save the said party of the said part, its successors and assigns, from all damage or expense by reason thereof.

And the said party of the second part, in consideration of the premises, does also hereby covenant and agree with the said party of the first part, its successors and assigns, to take the possession of said devised railway and property as soon as the road-bed, track, and superstructure shall be completed ready for the rolling stock, and to purchase and place thereon all such engines, tenders, cars and rolling stock as may be necessary for the transaction of the business of said demised road, and to build depots and stations at such points as the said party of the first part may locate them, and to keep and maintain the same at such points during the continuance of this lease, and at all times during the continuance of this lease to keep said road equipped with such and such an amount of rolling stock as the business of the country through which said road runs may reasonably require, and also to maintain said demised road and property, and to keep the same in repair, and to run and operate the same in connection with its own road or otherwise, in such manner as shall accommodate the travelling and business public, and that it will at all times save the said party of the first part, its successors and assigns, harmless from all damage or liabilities that may be incurred or occasioned by the said party of the

second part in the maintenance and operation of said demised premises and property.

And the said party of the second part, in consideration of the premises, does hereby further covenant and agree to and with the said party of the first part, its successors and assigns, for the purpose of aiding and assisting the said first party as hereinbefore mentioned, and to enable it to negotiate and make sale of the said first mortgage bonds at fair rates, that it will appropriate and set apart as a fund to pay the interest on said bonds as it shall become due, and to purchase the said first mortgage bonds of the said first party in the market, so long as they can be purchased at or below par and accrued interest, all the net profit which may accrue or come to it by reason of the transportation over its own road of all the business, both freight and passenger, which may come upon the said demised road at any point between the said village or town of Elmwood and the said village or town of Buda, and be furnished to it, the said second party, for transportation over its own road or any part thereof, and the net profits which it may receive from the transportation of freight and passengers from any and all points on its own road, consigned or destined to pass to any point on the said demised road, and also all the net profits arising from the transportation of freight or passengers on or over the said demised road of the said party of the first or any part thereof,—all which said net profits, in order that the amount thereof may be made as uniform and certain as practicable for the purposes of this contract, shall be deemed and taken to be fifty per cent of the gross amount earned by the said second party or its successors by the transportation of all business, both freight and passenger, over the said demised road or any part thereof, and also all business which may pass to and from said demised road over the whole or any part of the road of said second party, or over the whole or any part of the line of road now or which may hereafter be owned by it; it being the intention of the parties to this instrument that the net profits so as aforesaid earned and estimated by the said second party shall be constituted a fund for the payment of the accruing interest on and the purchase of said mortgage bonds of the said first party, so long as they can be purchased at or below par and accrued interest, the said second parties thereby in effect receiving compensation for the transaction of such business beyond the expenses thereof in the said first mortgage bonds of the said first party at or below par and accrued interest: but it is expressly understood and agreed that the said second party shall not be obliged nor required to purchase said first mortgage bonds of the said first party, or any of them, at a price above their par value and accrued interest.

It is hereby further agreed that the party of the second part shall keep distinct and separate accounts of all business of the said demised road, and also of all business which may pass to and from it over the whole or any part of the road of the said second party, or over the whole or any part of the line or road now or which may hereafter be owned by it, and shall on the first days of January and July of each year furnish to the trustees of the bondholders of said first mortgage bonds the said account, showing the gross earnings of said traffic and the amount applicable to the purchase of

said first mortgage bonds, and thereupon the said trustees shall, in the said months of January and July, advertise for proposals to sell so many of said bonds as shall be equal to the sum thus applicable to the purchase thereof, in a daily newspaper published in each of the cities of New York and Boston, for the information of such of said first mortgage bondholders as may wish to sell their bonds at any sum not exceeding par and accrued interest thereon; and if at the date fixed for the opening of said proposals, offers sufficient to absorb a fund thus applicable to the purchase of said bonds or any part thereof, not above par and accrued interest, shall have been made, the party of the second part shall then upon notice furnish to the said trustees the money to purchase the said bonds thus offered for sale, and all bonds so purchased or that shall be purchased pursuant to any of the provisions of this agreement shall be forthwith delivered to the said party of the second part. But if at the opening of said proposals, offers sufficient to absorb the funds aforesaid shall not have been made to sell said bonds in manner aforesaid to the party of the second part, the balance of the fund thus applicable to said purchase shall be retained by the party of the second part and added to the next semi-annual sums applicable to the purchase of said bonds; and if at or after the expiration of five years from the date of said bonds, any sums thus retained, together with the semi-annual sums thus applicable to the purchase of said bonds, shall be sufficient to purchase all of the same then outstanding at the rate aforesaid, and proposals to sell the whole of the same to the said party of the second part shall not have been made as aforesaid, or shall not be made upon public notice twice a week for six weeks successively in the newspapers aforesaid, fixing a further period of sixty days for such proposals, said party of the second part is to apply to its own use any surplus, and its obligation to purchase said bonds shall cease.

It is also mutually agreed by and between the parties hereto that the said party of the said first part shall cause this agreement, or the material parts thereof, to be printed upon each of the said first mortgage bonds so as aforesaid to be sold by it, and which may be purchased by the said second party in virtue of the provisions of this agreement, and that the said first mortgage bonds of the said first party, after they shall have been duly executed by the said party of the first part, shall be placed in the hands of the said trustees to be by them certified as required by this instrument, and be held by them until sales thereof shall be made, when the same shall be delivered to the purchaser or purchasers thereof upon the receipt by the said trustees of the purchase money therefor; which purchase money shall be held by said trustees and paid over to the said party of the first part or its duly authorized agent from time to time, upon their being satisfied that the same is necessary for and will be applied to the construction and completion of the said section of road of the said first party herein demised; to the end that all the money received for said bonds shall in good faith be applied as the bondholders expect, solely to the construction and completion of the roadbed, track, and superstructure covered by the said deed of trust, for which alone they were intended.

In witness whereof, the said parties hereto have caused their separate

seals to be hereto attached by their respective secretaries, and attested by them, and their corporate names to be hereunto subscribed by their presidents respectively, the day and year first above mentioned.

THE DIXON, PEORIA AND HANNIBAL
RAILROAD COMPANY,

[SEAL] By A. H. CASTLE, *President.*

Attest: L. C. ELLSWORTH, *Secretary.*

THE CHICAGO, BURLINGTON AND QUINCY
RAILROAD COMPANY,

[SEAL] By JAS. F. JOY, *President.*

Attest: A. T. HALL, *Secretary.*

DEED June 1, 1899. Dixon, Peoria and Hannibal Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the Dixon, Peoria and Hannibal Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, WITNESSETH: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Buda, in Bureau County, thence extending southerly to Elmwood, in Peoria County, a distance of about forty-four and fifty-one hundredths (44.51) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for ninety-nine (99) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot road, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto;

together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accomodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

DIXON, PEORIA AND HANNIBAL RAILROAD COMPANY,

[SEAL] By C. I. STURGIS, *President.*

Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS, *President.*

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it remembered, that, on this 14 day of June, A.D. 1899, before me, a Notary Public, in and for said County and State, personally appeared

C. I. Sturgis, President of the Dixon, Peoria and Hannibal Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President who, being by me duly sworn, did say that he is President of the said Dixon, Peoria and Hannibal Railroad Company; that he knows the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

HERBERT HAASE,
[SEAL] *Notary Public for said County and State.*

STATE OF IOWA,
COUNTY OF DES MOINES. } SS.

Be it remembered, that, on this 13 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13 day of June, A. D. 1899.

W. F. MCFARLAND,
[SEAL] *Notary Public for said County and State.*

Recorded in Illinois:
Bureau County June 24 1899 Book 123 Page 1
Stark County June 22 1899 Book 75 Page 125
Peoria County June 22 1899 Book ZH Page 69

TRUST MORTGAGE, July 1, 1869, The Dixon Peoria and Hannibal Railroad Company to James F. Joy and John N. Denison, Trustees.

This Indenture made this first day of July in the year of Our Lord One Thousand Eight hundred and Sixty Nine between "The Dixon Peoria and Hannibal Railroad Company" a corporation duly incorporated and organized by and under the laws of the State of Illinois, party of the first part, and James F. Joy of Detroit in the State of Michigan and John N. Denison of Boston in the State of Massachusetts, parties of the second part.

Whereas the said "Dixon Peoria and Hannibal Railroad Company," in virtue of the power of its charter and amendments thereto, and of the laws of the State of Illinois is authorized to construct, maintain and operate a railroad from Dixon, in the County of Lee and State of Illinois to a point on the East side of the Mississippi River near to or opposite the City of Hannibal in the State of Missouri, and is now in pursuance of its said charter and amendments and laws aforesaid presently engaged in locating and constructing that part of its said Railroad lying between the Town or Village of Buda, a point on the Chicago, Burlington and Quincy Railroad, in the County of Bureau and State of Illinois, and the town or village of Elmwood, a point on the Peoria branch of the Chicago, Burlington and Quincy Railroad in the County of Peoria a distance of about 48 miles.

And Whereas the said Dixon Peoria and Hannibal Railroad Company is desirous of borrowing money to an amount not exceeding eight hundred thousand dollars to aid in the construction of said portion of said railroad, being about seventeen thousand dollars per mile to be applied to the purchase and transportation of, or in payment of iron, material and superstructure and equipment, for said portion of said railroad to be used therein and thereon and have resolved to execute Bond of the said Company, as follows to-wit, eight hundred bonds in sum of one thousand dollars each of the date of July 1st A.D. 1869, payable at any time not less than five nor more than twenty years from the date thereof, bearing interest at the rate of eight per cent per annum payable semi-annually, free of government tax, on the first day of January, and July in each year, until such principal sum shall be paid, at the Banking house of the Bank of Commerce in the city of New York, where both the principal sum and interest are to be made payable, said bonds to stand all equally secured by these presents, according to their amounts notwithstanding the same shall be issued and be made payable at different times which said bonds are to be numbered consecutively from No. one (1) to No. eight hundred (800) inclusive, each of the said bonds to be countersigned by the Secretary of said Company and authenticated by a certificate thereon signed by the said second parties or one of them, and are to be duly stamped.

Now Therefore this Indenture Witnesseth that the said Dixon Peoria and Hannibal Railroad Company, in order to secure the payment of its said bonds, and the interest thereon, and in consideration of the sum of Five Dollars, to it in hand paid by the said parties of the second part at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and conveyed, and

by these presents does grant, bargain, sell, transfer and convey unto the said parties of the second part, their successors in the trust hereby created, and assigned, all the following present and in future to be acquired property of the said "Dixon Peoria and Hannibal Railroad Company," and all the right, title and interest and equity of redemption therein, that is to say; All that part or portion of said Railroad of the said first party located, constructed or made or to be located, constructed or made, which lies between the Depot of the said party of the first part at the Village of Buda in the County of Bureau, and State of Illinois, and its said Depot at Elmwood in the said County of Peoria and State aforesaid including the depots of the said party of the first part at Buda and Elmwood aforesaid, and the right of way and land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the iron, rails, chairs, spikes, ties, timber, materials furnished and property purchased or to be purchased or furnished for the construction and equipment of the said portion of said railroad hereby conveyed where ever the same may be, and whether now upon said premises or elsewhere, all depots and station grounds and the buildings thereon, and to be erected thereon, and all the side tracks, bridges, viaducts, fences, Engines, tenders, cars and rolling stock of whatsoever nature, machinery, tools and fixtures, and all other real, personal and mixed property of the said party of the first part, now on said mortgaged premises or belonging thereto or purchased or procured for the construction thereof though elsewhere situated, and all the rights, privileges and franchises of said company now held or possessed by it or which may hereafter be acquired, and all the immunities and appurtenances of said company in and to said mortgaged premises or in any manner belonging thereto or connected therewith so far as by law said party of the first part is authorized to convey the same together with the net earnings, revenues and profits to be derived from the use and operation of the said portion of the said railroad hereby conveyed. It being the true interest and meaning of the parties hereto that only such of the corporate rights and franchises of said first party shall pass or be covered or be deemed either at law or equity to be included therein as pertaining to or are necessary for the operating or management of said section of said first parties Railroad between Buda and Elmwood.

To Have and to Hold the said premises and property herein described and every part and parcel thereof, unto the said parties of the second part, their successors in said trust and assigns, but nevertheless upon the following terms, that is to say; In case the said Dixon, Peoria and Hannibal Railroad Company shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds secured or intended to be secured hereby at any time when and where the same shall become due and payable according to the tenor thereof and for ten days thereafter then and in such case all of said bonds, both principal sum and interest, shall thereupon immediately become due and payable and at the request of the holder of any one of said bonds, said parties of the second part, their successors in said trust or assigns, may enter into and take possession of all and singular the said railroad premises and property hereby conveyed or intended to be con-

veyed, and as the attorneys in fact or agents of said Dixon Peoria and Hannibal Railroad Company, by themselves or their agents duly constituted have, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs, alterations and additions apply the net earnings and proceeds of said Railroad premises and property to the payment of the principal sum and interest of all said bonds remaining unpaid, or the said parties of the second part, their successors in said trust and assigns, at their discretion may, and on the written request of the holder of any one of said bonds then unpaid shall cause said premises, or so much thereof as shall be necessary to discharge the principal and interest of all such of said bonds as may be unpaid, together with the expenses of sale to be sold at public auction at the South door of the Custom house and Post office building in the City of Chicago, County of Cook and State of Illinois, after giving thirty days notice of the time and place, and terms of such sale, by publishing the same in one of the principal newspapers at that time published in the City of Chicago, and upon such sale to execute to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law in fee simple for the same, which shall be a bar against the said the Dixon Peoria and Hannibal Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them of all right, title interest and claim in and to said premises or any part thereof, and after deducting from the proceeds of such sale, the costs and expenses thereof and of the management of said premises and property, shall apply so much of said proceeds as may be necessary to the payment of the principal and interest of said bonds, and shall restore the residue thereof if any therebe, to the said party of the first part, its successors or assigns, it being expressly understood and agreed that in no case shall any claim be made under or advantage to be taken of any valuation, appraisement or extension laws by the said party of the first part, its successors or assigns, nor shall any injunction be allowed or stay of proceedings had, or process applied for or obtained to prevent such entry sale and conveyance as aforesaid.

It is also hereby expressly understood and agreed that it shall be lawful for the said Dixon Peoria and Hannibal Railroad Company, its successors and assigns, to dispose of the current net revenues of said part or portion of said road hereby conveyed, as it or they shall think proper, until default shall be made in the payment of the interest or principal of said bonds or of some one of them.

And the said Dixon Peoria and Hannibal Railroad Company for itself and successors and assigns does hereby covenant and agree to execute and deliver any such further reasonable or necessary acquitances or conveyances of the said premises and property or any part thereof, to said parties of the second part, their successors in said trust or assigns, as counsel learned in the law shall deem proper or necessary for the more fully and completely conveying and assessing the said premises and property to the said parties of the second part, their successors in said trust and assigns and for carrying into effect the objects and purposes of these presents and making them embrace the property and effects herein mentioned and conveyed or intended

to be conveyed. And it is hereby mutually understood and agreed and these presents are upon the express condition that upon the payments of the principal sum and interest of said bonds, the estate hereby granted to the said parties of the second part shall cease and determine and the rights and title to the premises hereby conveyed shall revert to and revest in the said party of the first part, its successors or assigns, without any acknowledgement of satisfaction, reconveyance, re-entry or other act.

It is hereby further mutually understood and agreed that the bonds secured by this instrument may be issued at different times but only for the construction or equipment of the portion of the Railroad herein described and conveyed and that neither the bonds nor the proceeds thereof issued for the construction and equipment of said Railroad as aforesaid shall be appropriated to, or used in the construction of any other or different part or division of said Railroad and that in no case and in no event are any of the bonds hereby secured to be used for the construction of the part of said Railroad hereby conveyed and described until money enough shall have been raised by the said party of the first part which together with the bonds issued for the construction and equipment of the portion of road herein described or the proceeds thereof, shall be sufficient to construct and complete said portion of said road lying between the said towns of Buda and Elmwood aforesaid.

And it is also mutually agreed that the said parties of the second part, their successors and assigns shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agents or servants employed by them, when such agents or servant shall have been selected and employed with reasonable prudence and care, and that said second parties, and their successors in said trust shall be entitled to reasonable compensation for the execution of the trust hereby created and also for their labor and services in case they shall be compelled to take possession of said premises or any part thereof or to superintend or manage the same.

And it is hereby mutually agreed that the said parties of the second part and their successors in said trust shall not in any manner be liable or responsible for the acts of each other to which they do not assent, and that in the case of the death, resignation, mental infirmity or other incapacity of either one of the Trustees under this instrument to act in the matter of said trust all his right, title, estate, interest, power and control in the premises shall be divested cease and determine and the said Dixon Peoria and Hannibal Railroad Company and the surviving trustee may mutually agree upon a new trustee to supply such vacancy, or failing so to agree the said Dixon Peoria and Hannibal Railroad Company shall or in case its default or neglect to take proceedings therefor for thirty days, the holder of any one or more of said bonds then remaining unpaid may apply to any Court of the State of Illinois having jurisdiction in the premises to appoint a new trustee to fill such vacancy and thereupon such new trustee selected in either of the modes above prescribed shall become vested, for the purpose aforesaid, with all the right, title, interest, estate and power requisite to enable the person

thus designated to execute with the other trustee the purposes of this trust, without any further assurance or conveyance to him of the same.

But if additional assurance or conveyance shall be deemed necessary, both or either of the parties hereto, as the case may require, shall execute and deliver any and all such reasonable and necessary releases, conveyances and assurances for that purpose as counsel learned in the law in that regard shall advise it being further expressly understood that the surviving trustee in the meantime shall be fully authorized and empowered to execute all the purposes of this trust until such vacancy shall be supplied.

The said second parties hereto respectively accept the trust hereby created and imposed on them.

In Witness Whereof the said the Dixon Peoria and Hannibal Railroad Company has caused its seal to be hereunto affixed and attested by its Secretary and its corporate name to be hereto subscribed by its President, and the said second parties have also hereunto set their hand and seals this day and year first above written.

[SEAL] Dixon Peoria and Hannibal Railroad Company,
Attest: *By* A. H. CASTLE, *President.*
L. C. ELLSWORTH, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.
CITY OF CHICAGO. }

Be it remembered that on this Fourteenth day of Sept. A.D. 1869, before me a Notary Public in and for said City of Chicago in said County and State, duly commissioned and qualified to take acknowledgements and proof of deeds and other instruments in writing under seal to be used or recorded in the State of Illinois, personally came Alfred H. Castle, President of the Dixon Peoria and Hannibal Railroad Company who is known to me to be the person who subscribed the corporate name of said Company to the foregoing deed of conveyance as such President who being by me duly sworn deposes and says, that he resides in the County of Cook and State of Illinois, that he is President of the Dixon Peoria and Hannibal Railroad Company, that he knows the corporate seal of Company; that the seal affixed to the foregoing conveyance is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company and that he signed his name to said conveyance by like order of said Board, as President of said Company; and that the said Company executed and delivered said conveyance as its free and voluntary act for the uses and purposes therein set forth and that he also acknowledged that he as such President executed and delivered said conveyance as the free and voluntary of himself and the said Company.

ORSON SMITH,
Notary Public.

RECORDED IN ILLINOIS

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DECREE, June Term 1905 in Circuit Court, Stark County, Illinois, in re Dixon, Peoria and Hannibal Railroad Company.

STATE OF ILLINOIS, } ss.
COUNTY OF STARK. }

In the Circuit Court thereof, June Term, A. D. 1905.

In the Circuit Court thereof, June Term, A. D. 1905.

Henry Parkman, Jr., George H. Richards, and A. G. Stanwood, Trustees, vs. Dixon, Peoria and Hannibal Railroad Company, and the Unknown heirs and devisees of James F. Joy and John N. Denison, Deceased.

DECREE.

This day come the complainants by Jack, Irwin, Jack & Danforth, their solicitors, and it appearing that at the time of the filing of the bill of complaint herein an affidavit was also filed in due form that there were persons interested in the subject matter and premises in said bill of complaint mentioned, whose names and places of residence were unknown and who are designated in this suit as the unknown heirs and devisees of James F. Joy and John N. Denison, Deceased, and it further appearing that pursuant to the filing of said affidavit, the clerk of this court has caused publication to be made in Stark County News, a newspaper in this county, containing a notice of the pendency of this suit, the names of the parties thereto, title of the court and the time and place of the return of summons in the case, which publication was made once in each week for four successive weeks, to-wit, on April 26th, May 3d, May 10th and May 17th A. D. 1905, and that more than forty days has intervened between the first publication, as aforesaid, and the first day of this (June, 1905) term of this court, and that all things required by law to give the court jurisdiction of said defendants has been done; and it further appearing that the defendant, Dixon, Peoria and Hannibal Railroad Company has duly filed its appearance in the said cause, to-wit, on the 19th day of April, 1905, waiving service of process and consenting to a decree in accordance with the prayer of said bill, and the court having jurisdiction of all of the parties to said cause, and the subject matter thereof, it is ordered that said defendants, and each of them, be and they are hereby required to plead, answer or demur to the said bill of complaint, and no plea, answer or demurrer or other matter of defense being interposed herein by said defendants and they being now here three times solemnly called in open court come not, nor does any person for them, but herein they make default, which is on motion ordered to be taken and the same is hereby entered of record. And it is ordered that the said bill of complaint be, and the same is hereby taken as confessed by and against the said defendants and all of them.

Now in consideration of the foregoing and of the proof taken in said cause, the court finds that all the material allegations in said bill of complaint contained are true; that the equities of this cause are with the complainants. It is therefore ordered, adjudged and decreed that C. I. Sturgis be and he is hereby appointed trustee in the place and stead of James F. Joy and that T. S. Howland be, and he is hereby appointed trustee in the

place and stead of John N. Denison, to execute the trust described in said bill of complaint. And now the said C. I. Sturgis and T. S. Howland having severally tendered to the court their acceptance in writing, consenting to their appointment as trustees in the places and steads respectively of James F. Joy, Deceased, and John N. Denison, Deceased, under said Deed of Trust, It is ordered that said acceptances be filed in this cause and the same being now filed, as required by this order, it is further ordered, adjudged and decreed that the said C. I. Sturgis and T. S. Howland be, and they are hereby vested with the legal title to said property, and all the right, title, interest, estate and power granted by the said original deed of trust to the said James F. Joy and John N. Denison, to the full extent necessary or requisite to enable them, as successors in trust of the said James F. Joy and John N. Denison, to carry out the purposes of the trust described in the said bill of complaint, without any further assurance or conveyance to them of the same.

T. M. GREEN, *Judge.*

STATE OF ILLINOIS, } ss.
STARK COUNTY. }

I, E. B. Redfield, Clerk of the Circuit Court within and for said County and State aforesaid, do hereby certify the foregoing to be a full, true and complete copy of Final Decree in case of Henry Parkman, Jr., George H. Richards, and A. G. Stanwood, Trustees, vs. Dixon, Peoria and Hannibal Railroad Company, and the unknown Heirs and devisees of James F. Joy and John N. Denison, Deceased, as appears from the records now on file in my office.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the official seal of said Court, at my office in Toulon, Illinois, this 27th day of June A. D. 1905.

E. B. REDFIELD,,
Circuit Clerk.

RECORDED IN ILLINOIS

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PEORIA	July 3, 1905	Y5	404
STARK	July 3, 1905	140	548

RELEASE, March 1, 1906, C. I. Sturgis and T. S. Howland, Trustees to The Dixon, Peoria and Hannibal Railroad Company.

Know all men by these presents:—That, we C. I. Sturgis and T. S. Howland, both of Chicago, Illinois, duly appointed and qualified as successors in trust in the places and steads respectively of James F. Joy and John N. Denison, deceased, trustees, in accordance with the terms and conditions of the trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations the receipt whereof is hereby acknowledged, do hereby, grant, bargain, remise, convey, release and quitclaim unto the Dixon, Peoria & Hannibal Railroad Company, a corporation organized and existing under the laws of the State

of Illinois, all the right, title, interest, claim or demand whatsoever, of every nature and description, which we may have acquired in, to or by a certain Trust Deed bearing date the first day of July, A. D. 1869, and recorded as follows: In the Recorder's office of Stark County, Illinois, November 2, 1869, in Book "D" of Mortgages, on pages 201 to 205 inclusive; in the Recorder's office of Peoria County, Illinois, October 1, 1869, Book 9, page 602; in the Recorder's Office of Bureau County, Illinois, September 18, 1869, Book "R" of Mortgages, on page 598, to the premises therein described, to wit:

All the following present and in future to be acquired property of the said Dixon, Peoria & Hannibal Railroad Company, and all the right, title and interest and equity of redemption therein, that is to say, all that part or portion of said railroad of the said first party located, constructed, or made or to be located, constructed or made, which lies between the depot of the said party of the first part at the Village of Buda, in the County of Bureau, and State of Illinois, and its said depot at Elmwood in the said County of Peoria and State aforesaid, including the depots of the said party of the first part at Buda and Elmwood aforesaid, and the right of way and land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the iron, rails, chairs, spikes, ties, timber, materials furnished and property purchased or to be purchased or furnished for the construction and equipment of the said portion of said railroad hereby conveyed wherever the same may be, and whether now upon said premises or elsewhere, all depots and station grounds and the buildings thereon and to be erected thereon, and all the side tracks, bridges, viaducts, fences, engines, tenders, cars and rolling stock of whatsoever nature, machinery, tools, and fixtures, and all other real, personal and mixed property of the said party of the first part now on said mortgaged premises or belonging thereto or purchased or procured for the construction thereof though elsewhere situated, and all the rights, privileges and franchises of said company now held or possessed by it or which may hereafter be acquired, and all the immunities and appurtenances of said Company in and to said mortgaged premises or in any manner belonging thereto or connected therewith so far as by law said party of the first part is authorized to convey the same, together with the net earnings, revenues and profits to be derived from the use and operation of the said portion of the said railroad hereby conveyed. It being the true intent and meaning of the parties hereto that only such of the corporate rights and franchises of said first party shall pass or be conveyed or be deemed either at law or equity to be included therein as pertaining to or are necessary for the operating or management of said section of said first parties railroad between Buda and Elmwood.

Also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, we have hereunto set our hands and seals this 1st day of March, 1906.

T. S. HOWLAND [SEAL]
C. I. STURGIS [SEAL]
Successors in trust.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that C. I. Sturgis and T. S. Howland, successors in trust, personally known to me to be the same persons who executed the foregoing instrument, as successors in trust, appeared before me this day in person and acknowledged that they executed said instrument as successors in trust as their free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal this 2nd day of March, 1906.

J. H. PETTIBONE,
[SEAL.] *Notary Public.*

RECORDED IN ILLINOIS

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STARK	March 16, 1906	82	511
PEORIA	March 22, 1906	P. I	508
BUREAU	March 29, 1906	J	144

THE CARTHAGE AND BURLINGTON RAILROAD COMPANY

This company was organized by citizens of Burlington, Iowa and Carthage, Illinois, who of date March 8, 1867, procured a Special Act of the Illinois Legislature under which they organized as a company at Carthage on the 28th of March, 1867.

Stock to the amount of 540 shares was subscribed at Burlington and along the line, but little progress was made until the spring of 1869, when a construction contract was made with Woods & Wright, and a Mortgage of date June 9, 1868, to John Fallon, Trustee, of Philadelphia, for $825,000, was authorized.

By May 1, 1869, all of these bonds had been turned over to James F. Joy, acting for the C. B. & Q., and this Fallon Mortgage was cancelled.

Of date October 8, 1868, an agreement was made with Woods & Wright, under which a new mortgage for $650,000 of date May 1, 1869, was executed to James F. Joy, Trustee, and $600,000 of bonds were issued and sold to the public with a C. B. & Q. guarantee, which Company ultimately paid them in full.

Of the same date another mortgage for $175,000 was executed to John N. Denison, Trustee, who was a C. B. & Q. official.

Woods & Wright turned over to the C. B. & Q. all the stock issued to them as contractors. At the same time, and as part of the same transaction, a ninety-nine year Lease of the road, dated May 1, 1869, was made to the C. B. & Q., the rental to be one half the net earnings (fifty per cent) to be applied to the purchase of the bonds issued under the Mortgage to Joy if offered at par.

Of date June 1, 1899, The Carthage and Burlington Railroad Company made a deed of all its property in fee simple to the Chicago, Burlington & Quincy Railroad Company.

ACT OF LEGISLATURE

Approved March 5, 1867.

AN ACT to authorize subscription to the stock of the Carthage and Burlington Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the county of Hancock be and is hereby authorized to subscribe to the stock of the Carthage and Burlington Railroad Company the sum of fifty-two thousand dollars in lieu of subscribing the same to the Warsaw and Rockford Railroad Company under the pursuant to a vote taken in said county for subscription to said last named road heretofore—said sum being the unsubscribed balance authorized by said vote, and said subscription, when made shall bind said county the same as if made to said last-named road, and said county may issue their bonds in payment of said subscription in the same manner as now authorized to issue bonds to the Warsaw and Rockford Railroad Company: *Provided,* this act shall not be construed to compel the county of Hancock to make such subscription, but to authorize the board of supervisors to make such subscription or not in their discretion: *And provided,* no bonds shall be issued by said county until said Carthage and Burlington Railroad shall be graded, tied and bridged in said county of Hancock, so far as the same shall be located therein by private subscription and said company free from debt therefor.

§ 2. This act shall be a public act, and take effect and be in force from and after its passage.

APPROVED March 5, 1867.

Private Laws 1867 Vol. 2, Page 533

ACT OF LEGISLATURE

Approved March 8, 1867.

AN ACT to incorporate the Carthage and Burlington Railroad Company, and authorize certain towns to take stock and levy a tax to pay the same.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Henry F. Black, John M. Finch, George Edmunds, Jr., Wm. A. Patterson, Chas. G. Clark, Wesley H. Minore, Boyd Bradue, John J. S. Wilson and E. A. Chapin, and their associates, successors and assigns, be and they are hereby created a body politic and corporate, by the name and style of "The Carthage and Burlington Railroad Company," and, by that name and style shall have perpetual succession; shall be capable of contracting and being contracted with, suing and being sued in all courts and places; may take and hold real and personal property, by gift, devise, purchase, condemnation or otherwise, necessary to the location, construction and operation of a railroad, with single or double track, as herein authorized;

and may mortgage, lease or sell the same, in the discretion of said company; may have a common seal, and alter the same at pleasure; and exercise all the powers, rights, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act; may borrow money and mortgage their franchises and property to secure the same.

§ 2. Said company may locate, construct, maintain and operate a railroad, with one or more tracks, from Carthage, in the county of Hancock, to East Burlington, in the county of Henderson, in the State of Illinois, through Dallas City, by such route as said company shall determine; and may construct, maintain and operate a branch of said railroad in Appanoose, in said county of Hancock, by such route as said company shall locate and determine, the terminus of said road at East Burlington and of said branch at Appanoose, being on the Mississippi river; and may connect with any railroad running or to run to either of the places herein named, or which shall be crossed by said railroad; and in the location, construction, maintenance and operation of said railroad, and in the location, construction, maintenance and use of depots, stations, switches, side-tracks, tanks, engine-houses, machine shops, turn-tables, and other grounds, buildings, machinery, or things necessary to the location or re-location, construction, maintenance and operation thereof, may take one hundred feet wide, the whole length of said road and branch, and such other ground as may be necessary for depots, side-tracks, shops and other appurtenances of said road; and if said company for any reason are unable to agree with the owners for such ground, or for gravel, sand, earth or other material for the use of said railroad, or which may be necessary in constructing the same, said company may proceed to condemn the same by virtue of any public law of this State; and for the purpose of surveys or location of said road, branch and appendages may enter, by its agents and servants, upon the land of any person or corporation, and may take and condemn the same to the use of said company, by virtue of any law of this State, and may, in the same manner, take and condemn any unoccupied part of the Warsaw and Rockford Railroad grade the same as other property.

§ 3. The capital stock of said company shall be one million of dollars, to be divided into shares of one hundred dollars each, which shall be personal property, and transferrable on the books of said company only. Said company may fully organize and commence the construction of said road whenever fifty thousand dollars shall be subscribed and five per cent. thereof paid in. Said company may make such calls for payment of stock as they shall deem advisable, and collect the same, after giving thirty days' notice thereof, or may sell the share for non-payment of any call, at the discretion of the directors of said company. The incorporators shall be commissioners to open books, and when fifty thousand dollars shall be subscribed and five per cent. thereof paid in, said commissioners shall call a meeting of stockholders, who shall elect seven of their number directors, one of whom shall be elected president, who shall hold their offices for one year, or until their successors are

elected and qualified. At all elections of directors, and at all stockholders' meetings, each share of stock shall have one vote.

§ 4. The corporate powers of said company shall be exercised by said board of directors, and such other officers, agents and servants as said directors shall appoint or employ; and said directors may make such by-laws as shall not conflict with any laws of this State. Vacancies in the board of directors may be filled by a majority of said directors. Elections for directors shall be held annually at such times and in such manner as shall be provided by by-laws; and votes may be given in person or by proxy.

§ 5. Said company may construct, purchase or receive by gift, or otherwise, for the use of said road, for the transportation of persons or property, or otherwise, all machinery, carriages, or other things necessary or useful in the construction, maintenance or operation of said railroad, and shall have power to charge such rates of passage and tariff of freights as they shall fix, subject, however, to any general law of this State establishing rates of passage or tariff of freights for railroads in this State: *Provided, however,* if any such general law establishing rates of passage or tariff of freights shall be held by the courts not binding upon the railroads in this state now in existence, then such law shall not be binding upon this company, it being the intention to place this company on the same footing in relation thereto as other roads now in operation or existence.

§ 6. Said company may construct said road across the track of any other railroad, common road or water course, doing no other damage thereto than is necessary; and may take possession of any highway, for the use of said railroad, but shall provide the public with a proper way in as good condition in lieu thereof.

§ 7. Said company shall annually make an exhibit of the condition of said company to the stockholders, as may be provided by laws, and make such dividends as shall be consistent with the interests of said company.

§ 8. Said company shall, in addition to the powers conferred by this act, have all the powers conferred upon the Great Western Railroad Company, the Quincy and Toledo Railroad Company, the Illinois and Southern Iowa Railroad Company, by virtue of any law of this State, and may connect and consolidate with either of said companies, or with the Toledo, Wabash and Western Railway Company, formed by the consolidation of said three companies with the Toledo and Wabash Railway Company, of Indiana; and may provide for the conversion of any bonds that may be issued by said company into the common stock of said company, upon such terms as shall be agreed between the bondholders and each company. Said company shall commence the construction of said road within three years, and complete the same within ten years from the passage of this act.

§ 9. The legal voters of the towns of Carthage, Prairie, Pilot Grove, Rock Creek, Durham, Dallas City, Pontoosac and Appanoose, in the county of Hancock and State of Illinois, may, at any regular annual

town meeting or election to be held in such towns for the election of town or county officers, vote for or against subscribing to the stock of this company, by ballot, upon which shall be written or printed—"For subscription" or "Against subscription," and if a majority of the votes polled at said town meeting or election shall be for subscription, then the supervisor of said town shall be and is hereby authorized to subscribe to the stock of said company one-tenth of the assessed value of the taxable property of such town at the last assessment prior to such vote, no more or less, and may issue to said company the bonds of said town in any sums not exceeding one hundred dollars each, payable twenty years from date, with annual interest at ten per cent. per annum; but no such subscription shall be made by such supervisor until said railroad shall be graded, tied and bridged, so far as the same shall be located in said county of Hancock; by private subscription to said stock, and said railroad company is free from debt for the grading, tieing and bridging thereof within said county: *Provided, said bonds* shall be taken by said railroad company at par and used in procuring the iron and rolling stock for said road: *Provided, further,* that such vote shall not be taken unless thirty days' notice thereof be given by the town clerk of such town by posting notices thereof in three of the most public places in said town. Said clerk shall give such notice whenever twenty legal voters of said town shall request him in writing, to give such notice, but not without. Whenever such subscription shall be made the supervisor shall certify the fact thereof to the county clerk of Hancock county, and such clerk shall extend on the tax books of said town a tax of one per cent., annually, on all the taxable property of said town until said bonds are paid. Said tax shall be collected as other town taxes, paid over to the supervisor of said town, and by him be applied, first, to the payment of interest on said bonds, and second, to the payment of said bonds in their numerical order. Said supervisor shall keep a book in which he shall keep a full record of the issue of said bonds, the payment of interest thereon, the payment of the bonds and cancellation thereof, and shall, annually, settle with the board of auditors of said town and cancel the bonds paid, by burning the same; shall give bond, in addition to the bond now required by law, payable to the people of the State of Illinois, for the use of said town, in the penal sum of double the amount of such tax, conditioned for the faithful performance of his duties under this act, and the faithful application of said tax fund, with securities, to be approved by the town clerk of said town; and said bond shall be filed in the office of such town clerk.

§ 10. The legal voters of townships eight, nine and ten north, in ranges six and seven west of the fourth principal meridian situated in Henderson county, Illinois, may, at any general election, vote for or against subscription to the capital stock of said Carthage and Burlington Railroad Company, by ballot, upon which shall be written or printed "For Subscription" or "Against Subscription." If a majority of the votes polled at said election shall be for subscription, then the county judge of Henderson county shall be and is hereby authorized to

subscribe to the capital stock of the Carthage and Burlington Railroad Company a sum equal to one-tenth of the assessed value of the real and personal property of said several townships, as the same shall appear upon the assessment books thereof for said county of Henderson of the assessment next prior to said vote—no more or less. And said county judge shall issue to said company bonds, by the name and description of the "railroad precincts of the county of Henderson," in any sum not exceeding one hundred dollars each, payable twenty years from date, with annual interest at the rate of ten per cent. per annum; but no such subscription shall be made by said county judge until said railroad shall be graded, tied and bridged, so far as the same shall be located in said county of Henderson, by private subscription to said stock and said road is free from debt, for the grading, tieing and bridging thereof within said county: *Provided,* said bonds shall be taken at par by said railroad company, and used for procuring the iron and rolling stock of said road: *Provided, further,* that such vote shall not be taken unless thirty days' notice thereof be given by the county clerk of Henderson county, by posting notices thereof in three of the most public places in each of said townships. Said county clerk shall give such notice whenever fifty legal voters residing within said several townships shall request him in writing to give the same, but not without. Whenever such subscription shall be made said county judge shall certify the fact thereof to the county clerk of Henderson county, and such clerk shall extend on the tax books of said county a tax of one per cent. annually on all the taxable property of said several townships until said bonds shall be paid. Said tax shall be collected as other taxes in said county and paid over to the county treasurer of said county as a separate fund, especially appropriated to the payment of said bonds. Said county treasurer shall apply the money so collected, first, to the payment of interest on said bonds, and second, to the payment of said bonds in their numerical order. Said county judge shall keep a record of the issue of said bonds in a well bound book, and shall deliver the same to the county treasurer of said county; and said county treasurer shall keep in said book a record of the payment of the interest and bonds paid and canceled; shall annually settle with the county court of said county of Henderson, and shall, in the presence of said court, cancel the bonds paid by burning the same. Said county treasurer and the collector of said county of Henderson shall be liable on their respective official bonds for the collection, paying over and disbursing of said tax fund. The bonds to be issued by the supervisor under the last section of this act shall be payable at the office of the county treasurer of Hancock county; and those to be issued by the county judge under this section at the office of the county treasurer of Henderson county, and shall each contain a condition that such bond may be paid and canceled at any anniversary of the making thereof, at the option of the makers, upon the supervisor or county judge, as the case may be, giving thirty days' notice of such intended payment: *Provided,* said bonds shall be paid in the order in which they are numbered; and if the holder of such bond shall neglect

or refuse to receive such payment and surrender such bond, such holder shall be forever barred from collecting interest on such bond thereafter.

§ 11. The county court of Henderson county are hereby required to so divide the county of Henderson into election precincts that the legal voters residing within said townships eight, nine and ten north, in ranges six and seven west, shall vote at one or more precincts, disconnected with any other part of said county—the range line between ranges five and six west forming the east line of said precinct or precincts and the north line of township ten north forming the north line of said precinct or precincts; and said precincts shall be denominated "railroad precincts"; and said railroad precincts by and through said county judge are hereby empowered to subscribe to the stock of this company, and execute the bonds aforesaid, under and by virtue of this act and in conformity with the provisions thereof.

§ 12. This act shall be deemed a public act, and shall take effect and be in force from and after its passage:

Provided, said company shall not consolidate with any road, except a continuous line in connection with said road, and not without consent of three-fourths of the stockholders.

APPROVED March 8, 1867.

Private Laws Illinois 1867 Vol. 2, Page 622

LEASE, May 1, 1869. The Carthage and Burlington Railroad Company to Chicago, Burlington & Quincy Railroad Company.

Memorandum of Agreement made and entered into this first day of May, in the year of our Lord one thousand eight hundred and sixty-nine, by and between the Carthage and Burlington Railroad Company of the first part and the Chicago, Burlington and Quincy Railroad Company of the second part, both the said parties being corporations duly organized under and existing by virtue of the laws of the State of Illinois.

Whereas, the said Carthage and Burlington Railroad Company is authorized by its charter to locate, construct, and operate a railroad from Carthage in the county of Hancock and State of Illinois to East Burlington in the county of Henderson and State aforesaid, and is now presently engaged in the location and construction of its said railroad extending from Carthage aforesaid to East Burlington, a point on the line of the Chicago, Burlington and Quincy Railroad in the county of Henderson, and has already made considerable progress in the survey, location, and construction of the same, and expects soon to complete the construction of said railroad, so far as the grading, bridging, and making the road-bed is concerned, and placing thereon the track and entire superstructure, and at an early day to have the same in readiness to receive the rolling stock necessary to maintain and operate the same.

And whereas, for the purpose of obtaining rights of way and the means thus to complete the road-bed, track, and superstructure, it has executed and is about to negotiate in the market its bonds to the amount of six hundred and fifty thousand dollars (650,000), in sums of one thousand

(1,000) dollars each, dated on the first day of May, A. D. 1869, and payable at any time within ten years from the date thereof, at the National Bank of Commerce in the city of New York, with interest at the rate of eight per cent per annum, payable semi-annually, and free of government tax thereon, which bonds it has secured by the execution and delivery of its mortgage or deed of trust to James F. Joy, as mortgagee or trustee therein, upon its said railroad from Carthage to East Burlington aforesaid, which said mortgage or deed of trust bears date the first day of May, A. D. 1869; and in order that there may be no doubt or question as to the value of said bonds, or as to the prompt and certain payment of the interest coupons and principal thereof, as they shall severally mature, it, the said Carthage and Burlington Railroad Company, party of the first part, is desirous of and has applied to the said second party for the assistance in the premises hereinafter more particularly mentioned.

And whereas, said railroad covered by said mortgage intersects the railroad of the said Chicago, Burlington and Quincy Railroad Company at East Burlington aforesaid, thereby making a direct and continuous connection over the road of the said second party with Chicago and the West, and from and to which said railroad of said first party a large amount of traffic and travel will pass over the road of the said second party, and large advantage is thereby expected is to be derived by the said second party from the construction and completion of said railroad of the said Carthage and Burlington Railroad Company, the said second party has therefore deemed it advisable to render the aid herein specified as it may lawfully do.

And whereas, the said Carthage and Burlington Railroad Company will have exhausted all of its means in procuring the right of way, grading, bridging, tieing, and finally completing the road-bed, track, and superstructure of its said railroad, and is and will be wholly unable to maintain and operate the same, or to procure the rolling stock necessary to maintain and operate it, as the business of the country and the public convenience will require, and has for those reasons applied to the said second party to take a lease of said railroad and to maintain and operate the same, and purchase and place thereon all the rolling stock that may be necessary to do the business of the country through which the said railroad of the said first party passes, and the said second party is willing and has agreed to lease said railroad of said first party, and to equip, maintain, and operate the same.

Now, therefore, this indenture witnesseth: That the said Carthage and Burlington Railroad Company, party of the first part, in consideration of the premises and one dollar to it in hand paid at the execution of this instrument, and of the covenants and agreements hereinafter contained, to be kept and performed by the Chicago, Burlington and Quincy Railroad Company, its successors and assigns, have granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said second party, its successors and assigns, all the following described property of the said Carthage and Burlington Railroad Company, that

is to say: all its said railroad extending from Carthage in the county of Hancock and State of Illinois to East Burlington on the Chicago, Burlington and Quincy Railroad in the county of Henderson and State aforesaid, made or to be made, including the right of way and land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the rails and other materials used thereon, and procured or to be procured therefor, bridges, viaducts, culverts, fences, depots, grounds and buildings thereon and to be placed thereon, also all the tools, fixtures, and machinery, and all other property, real and personal, pertaining to said road or to the use thereof, now owned or which may hereafter be acquired by said party of the first part, and used in and about the completion of said road-bed, track, and superstructure, and all the property, rights, privileges, and franchises of the said party of the first part of, in, to, or concerning the same, together with the rents or incomes to be had, levied, or derived therefrom.

To have and to hold the above-described railroad premises and property, with the appurtenances, rights, privileges, and franchises thereunto belonging or in any wise appertaining, unto the said party of the second part, its successors and assigns, from the day of the date hereof for and during and until the full end and completion of the period and term of ninety-nine years.

And the said party of the second part, in consideration of the leasing of the premises aforesaid to it, doth hereby covenant and agree to and with the said party of the first part, its successors and assigns, to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed upon said demised premises or any part thereof during the existence of this lease, and to save the said party of the first part, its successors and assigns, from all damage and expense by reason thereof.

And the said party of the second part, in consideration of the premises, does also hereby covenant and agree with the said party of the first part, its successors and assigns, to take the possession of said demised railroad, premises, and property as soon as the road-bed, track, and superstructure shall be completed, and to purchase and place thereon all such engines, tenders, cars, and rolling stock as may be necessary for the transaction of the business of said demised road, and at all times during the continuance of this lease to keep said road equipped with such and such an amount of rolling stock as the business of the country through which said road runs may reasonably require, and also to maintain said demised road and property, and properly keep the same in repair, and to run and operate the same in connection with its own road or otherwise, in such manner as shall accommodate the travelling and business public, and that it will at all times save the said party of the first part, its successors and assigns, harmless from all damage or liabilities that may be incurred or occasioned by the said party of the second part in the maintenance and operation of said demised premises and property.

And the said party of the second part, in consideration of the premises, does hereby further covenant and agree to and with the said party of the

first part, its successors and assigns, for the purposes of aiding and assisting the said first party as hereinbefore mentioned, and to enable it to negotiate and make sale of its said mortgage bonds at fair rates, that it will appropriate and set apart as a fund to purchase the said bonds of the said first party in the market so long as they can be purchased at or below par and accrued interest, all the net profits which may accrue or come to it by reason of the transportation over its own road of all the business, both freight and passenger, which may come upon the said demised road, and be furnished to it, the second party, for transportation over its own road or any part thereof, and the net profits which it may receive from the transportation of freight and passengers from any and all points on its own road, consigned or destined to pass to any point on the said demised road, and also all the net profits arising from the transportation of freight and passengers on or over the said demised road of the said party of the first part, or any part thereof,—all of which said net profits, in order that the amount thereof may be made as uniform and certain as practicable for the purposes of this contract, shall be deemed and taken to be fifty per cent of the gross amount earned by the said second party or its successors, by the transportation of all business, both freight and passenger, over the said demised road or any part thereof, and also of all business which may pass to and from said demised road over the whole or any part of the road of the said second party, or over the whole or any part of the line of roads now or which may hereafter be owned by it; it being the intention of the parties to this instrument that the net profits so as aforesaid earned and estimated by the said second party shall constitute a fund for the purchase of said mortgage bonds of the said first party so long as they can be purchased at or below par and accrued interest, the said second party thereby in effect receiving compensation for the transaction of such business beyond the expense thereof in the said first mortgage bonds of the said first party at or below par and accrued interest: but it is expressly understood and agreed that the said second party shall not be obliged or required to purchase said first mortgage bonds of the said first party, or any of them, at a price above their par value and accrued interest.

It is hereby further agreed that the party of the second part shall keep distinct and separate accounts of all business of the said demised road, and also of all business which may pass to and from it over the whole or any part of the road of the said second party, or over the whole or any part of the line of roads now owned or which may hereafter be owned by it, and shall on the first days of May and November of each year furnish to the trustee of the bondholders of said bonds the account showing the gross earnings of said traffic, and the amount applicable to the purchase of said mortgage bonds; and thereupon the said trustee shall, in the said months of May and November, advertise for proposals to sell so many of said bonds as shall be equal to the sum thus applicable to the purchase thereof, in a daily newspaper published in each of the cities of Boston and New York, for the information of such

of said first mortgage bondholders as may wish to sell their bonds at any sum not exceeding par and accrued interest thereon; and if at the date fixed for the opening of said proposals, offers sufficient to absorb the fund thus applicable to the purchase of said bonds, or any part thereof at not above par and accrued interest shall have been made, the party of the second part shall then upon notice furnish to the said trustee the money to purchase the said bonds thus offered for sale; and all bonds so purchased, or that shall be purchased pursuant to any of the provisions of this agreement, shall be forthwith delivered to the said party of the second part. But if at the opening of said proposals, offers sufficient to absorb the said funds aforesaid shall not have been made to sell said bonds in manner aforesaid to the party of the second part, the balance of the fund thus applicable shall be retained by the party of the second part and added to the next semi-annual sum applicable to the purchase of said bonds; and if at or after the expiration of five years from the date of said bond, any sums thus retained, together with the semi-annual sums applicable to the purchase of said bonds, shall be sufficient to purchase all of the same then outstanding at the rate aforesaid, and proposals to sell the whole of the same to the said party of the second part shall not have been made as aforesaid, or shall not be made upon public notice twice a week for six successive weeks in the newspapers aforesaid, fixing a further period of sixty days for such proposals, said party of the second part is to retain to its own use any surplus, and its obligations to purchase said bonds shall cease.

It is also mutually agreed by and between the parties hereto that the said party of the first part shall cause this agreement, or the material parts thereof, to be printed upon each of the said bonds so as aforesaid to be sold by it, and which may be purchased by the said second party in virtue of the provisions of this agreement, and that the said bonds of the said first party, after they shall have been duly executed by the said party of the first part, shall be placed in the hands of the said trustee, to be by him certified and be held by him until sales thereof shall be made, when the same shall be delivered to the purchaser or purchasers thereof upon the receipt by the said trustee of the purchase money therefor, which purchase money shall be paid over by said trustee to the party or parties entitled thereto upon his being satisfied that the same will be applied to the construction and completion of the said railroad of the said first party herein demised; to the end that the money received for said bonds shall in good faith be applied to the location, construction, and completion of the road-bed, track, and superstructure covered by the said deed of trust.

In witness whereof, the said parties hereto have caused their corporate seals to be hereto attached, and their corporate names to be hereunto subscribed by their presidents respectively, the day and year first above written.

CARTHAGE AND BURLINGTON RAILROAD COMPANY,
[SEAL] Per W. S. Woods, *President.*
CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
[SEAL] By J. M. Walker, *President.*

DEED, June 1, 1899, The Carthage and Burlington Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Carthage and Burlington Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations, created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Carthage Junction, in Henderson County, extending thence southerly to Carthage, in Hancock County, a distance of about thirty and forty-four hundredths (30.44) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for ninety-nine (99) years,and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner

as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE CARTHAGE AND BURLINGTON RAILROAD COMPANY,
[SEAL] By J. C. PEASLEY, *President.*
Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[SEAL] By C. E. PERKINS, *President.*
Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared J. C. Peasley, President of The Carthage and Burlington Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Carthage and Burlington Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said J. C. Peasley acknowledged said instrument, and that it was the voluntary act and

deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors, of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 13th day of June, A. D. 1899.

[SEAL] W. F. MCFARLAND,
Notary Public for said County and State.

Recorded in Illinois:
Hancock County, June 22, 1899, Book 138—Page 305.
Henderson County, June 22, 1899, Book 48—Page 565.

TRUST MORTGAGE, June 9, 1868, The Carthage and Burlington Railroad Company to John Fallon, Trustee.

* * * * * *

This Indenture made this ninth day of June A. D. 1868, between the Carthage and Burlington Rail Road Company a body corporate duly organized under and in pursuance of an act of the General Assembly of Illinois, entitled, "An act to incorporate the Carthage and Burlington Rail Road Company and authorize certain towns to take stock and levy a tax to pay the same." Approved March 8th, 1867—party of the first part and John Fallon of the second part.

Whereas the said party of the first part for the purpose of obtaining funds for the construction and completion of its railroad hereinafter mentioned and the purchase of iron and other materials to be used therein and the equipments, furniture, motive power, rolling stock and machinery for said rail road and for the expenses of maintainance of said corporation, pay of officers, agents, trustees, engineers and other assistants, agents and servants, propose to execute and deliver its eight hundred and twenty-five bonds of and for one thousand dollars each bearing even date herewith, and thereby to become indebted to divers persons, bodies politic or corporate who shall become the holders thereof in the just and full sum of eight hundred and twenty-five thousand dollars lawful money of the United States of America which said bonds are to stand equally and rateably secured by these presents according to their respective amounts and are to be in the following form viz:

No. — UNITED STATES OF AMERICA $1000
STATE OF ILLINOIS

CARTHAGE AND BURLINGTON RAIL ROAD COMPANY

First mortgage seven per cent bond.

Know all men by these presents that the Carthage and Burlington Rail Road Company is indebted to John Fallon or bearer in the sum of one thousand dollars lawful money of the United States of America which the said company promises to pay to the said John Fallon or the bearer hereof on the first day of July in the year one thousand eight hundred and ninety-eight at the Chemical National Bank in the City of New York with interest thereon at the rate of seven per cent per annum to be computed from the first day of July A. D. 1868 and payable semi-annually at the said Chemical National Bank in the City of New York on the first days of January and July in each year on the presentation and surrender of the annexed interest coupons as they, severally become due: and in case of the non-payment of any half yearly installment of interest which shall have become payable and shall have been demanded, if such default shall continue for twelve months after the maturity of said installment the principal of this bond shall become due in the manner and with the effect provided in the mortgage hereinafter mentioned at the option of the holder.

This bond is one of a series of eight hundred and twenty-five bonds for one thousand dollars each, numbered consecutively from one to eight hundred and twenty-five inclusive and amounting in the aggregate to eight hundred and twenty-five thousand dollars, all bearing date the ninth day of June A. D. 1868 and all of like tenor, the payment of all of which bonds is secured by a mortgage dated the ninth day of June A. D. 1868 duly executed and delivered by the said Carthage and Burlington Rail Road Company to the said John Fallon, trustee, mortgaging the railroad of said company and the equipments, appurtenances and things therein described. It is agreed between the said company and the holder of this bond that no recourse shall be had for its payment to the individual liability of any stock holder of said

company and that in case of any default in the payment thereof, the said company hereby waive the benefit of any extension, stay or appraisement laws now existing or that may hereafter exist.

In witness whereof the said company have caused their corporate seal to be hereto affixed and the same to be attested by their President and Secretary and caused the coupons, hereto annexed to be signed by their Secretary this ninth day of June A. D. 1868.

[SEAL] G. EDMUNDS, JR., *President.*
[SEAL] W. C. HOOKER, *Secretary.*

The coupons attached to said bonds to be in the following form viz:
No. ...The Carthage and Burlington Railroad Company..$35, will pay the bearer hereof thirty-five dollars at the Chemical National Bank in the City of New York on the first day of ..... for semi-annual interest on Bond No.....
[SEAL] W. C. HOOKER, *Secretary.*

I hereby certify that the within bond is one of the bonds secured by the mortgage therein mentioned, that said mortgage has been duly executed and delivered and has been duly stamped and recorded in the Counties of Hancock and Henderson in Illinois.

JOHN FALLON, *Trustee.*

Now This Indenture Witnesseth that said party of the first part for the better securing the payment of said sum of money mentioned in said bonds and each and every of them with interest thereon according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar lawful money of the United States of America to it in hand paid by the said party of the second part at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain and sell, alien, remise, release, convey and confirm unto the party of the second part and successors in the trust hereby created forever, all and singular the pieces or parcels of land situate lying and being in the Counties of Hancock and Henderson in the State of Illinois now acquired, or which may at any time hereafter be purchased or acquired for the Railroad of said party o fthe first part extending from the Toledo Wabash and Western Railway at Carthage in the County of Hancock to the Mississippi river at East Burlington in the County of Henderson in the State of Illinois, and all and singular the Railroad aforesaid which is or may be built thereon, together with the roadway, right of way, grading, embankments, excavations, sideings, culverts, bridges, superstructions, track or tracks, iron, fencing, ties, depots, wells, tanks, wood and coal houses and yards thereof, and all the work materials and operations for the construction thereof now made, done or acquired or which may at any time be made, done or acquired by the said party of the first part and which in anywise appertains or shall appertain to said rail road, and all and singular the buildings, shops, engine houses, depots, turnouts, improvements and constructions

of every nature and description now belonging to or to belong to the said party of the first part and in anywise appertaining or to appertain to the said railroad and all and singular the equipments, furniture, motive power, rolling stock, engines, tenders, cars, carriages, tools, fixtures and machinery of every nature and description now belonging or to belong to said party of the first part, and in anywise appertaining or to appertain to said railroad together with all and singular its franchises, emoluments, income and advantages, tenements, hereditaments and appurtenances thereto belonging or to belong or in anywise appertaining or to appertain, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, property, possession, claim and demand whatsoever in law or in equity of the said party of the first part now acquired or hereafter to be acquired in and to th same and each and every part and parcel thereof with the appurtenances.

To have and to hold all and singular the premises hereby granted or intended so to be and each and every part and parcel thereof, with the appurtenances, unto the said party of the second part and his successors in the trust hereby created forever: Upon the trust nevertheless and to and for the uses and purposes hereinafter limited described and declared.

Provided always and these presents are upon the express condition that if the said party of the first part and its successors shall well and truly pay or cause to be paid to the holders of its bonds to be issued as aforesaid and every of them the principal sums of money and the interest thereon as therein mentioned, and shall well and truly keep, fulfill and perform all and singular its covenants, promises, stipulations and agreements as therein and herein contained according to the true intent and meaning thereof, that then and from thence these presents and estate hereby granted shall cease, determine and be null and void.

And this Indenture further witnesseth that the premises hereby granted or intended so to be and each and every part and parcel thereof with the appurtenances are granted, bargained and conveyed unto the said party of the second part and his successors in the trust hereby created, upon the trust, terms, conditions and agreements and to and for the uses, interests and purposes following:—that is to say that the actual possession, use, management and control of the said railroad and premises hereby granted shall be and remain with the said party of the first part without any molestation of the said party of the second part or their successors in the trust, so long as its said bonds shall remain without default or forfeiture, and the said party of the first part shall perform and keep the covenants and stipulations therein or herein contained and the said party of the first part for itself and its successors both covenant and agree to pay unto the holders of said bonds respectively the said principal sum of money and interest thereon as therein mentioned and expressed: and if any default shall be made in the payment of said interest or any part thereof on any day whereon the same is made payable as expressed in said bonds, and should the same remain unpaid and in arrears for the space of twelve months, then and from thenceforth—that is to say after the lapse of said twelve months the said principal sums named in said bonds with all arrearages of interest thereon, shall at the

option of the holders of more than one half the amount of said bonds then outstanding, expressed in writing to said party of the second part, or his successors, become and be due and payable immediately thereafter—although the period therein limited for the payment thereof may not then have expired—anything therein or herein contained to the contrary thereof in anywise notwithstanding. And if any default shall be made in the payment of the principal sums named in said bonds or the interest that may grow due thereon, or any part either of said principal or interest on any day whereon the same is made payable as therein mentioned, and should the same remain unpaid for the space of twelve months thereafter, or if the said party of the first part shall fail well and truly to keep, fulfill and perform all and singular its other covenants, promises and stipulations therein or herein contained, according to the true intent and meaning thereof, that then and from thenceforth it shall and may be lawful for and upon the written request of the holders of more than one half of the amount of bonds which shall then be outstanding, it shall be and become the duty of the said party of the second part and his successors to enter into and upon and take possession of all and singular the premises and property of every nature and description hereby granted or intended so to be, and to sell and dispose of the same and all benefits and equity of redemption of the party of the first part its successors or assigns therein by public auction according to the laws of Illinois, first giving ninety days notice of the time and place and terms of sale and property to be sold, and as the attorneys of said party of the first part, for that purpose by these presents duly constituted and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in law for the same in fee simple and out of the moneys arising from said sale or sales to retain, the principal and interest which shall then be due on said bonds, in trust for, and for the benefit of the holders thereof, together with the costs and charges of advertisement and sale of said premises, which shall first be paid out of said moneys, rendering the surplus of said purchase money (if any there be) unto said party of the first part its successors or assigns—which sale so to be made shall forever be a perpetual bar, both in law and in equity to the said party of the first part its successors and assigns, and all other persons, associations, bodies, corporate or politic, claiming or to claim the premises or any part thereof, by, from or under them or either of them, and the said party of the first part doth hereby covenant for itself and its successors, that in no case shall it or they claim or take any advantage of any stay, valuation or appraisement laws all benefit of which is expressly waived—(or to obtain or apply for an injunction or stay of proceedings or other proofs to prevent, postpone or delay such entry and sale as aforesaid, and also that said party of the first part and its successors and all and every person or persons, associations, bodies, politic or corporate whatsoever or whomsoever lawfully or equitably claiming or deriving any estate, right, title, or interest of in and to the premises hereby granted or intended so to be, or any part thereof by, from, under or in trust for it or them) shall and will at any time or times hereafter, upon the reasonable request of said party of the second part or his successors, and at the proper cost and charges in law if the said party of the first part and its

successors, make, do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part and his successors for the uses, interests and purposes herein set forth and declared, as by the said party of the second part his successor or successors or their counsel learned in the law shall be reasonably advised, devised and required: and also that it hath not made, done, executed, committed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof, now are or at any time hereafter, shall or may be impeached, charged or incumbered in any manner or way whatsoever. And it is mutually agreed that the said party of the second part and his successors shall not be responsible at any time for the default or misconduct of their agents to be employed by him or them in his or their discretion and shall be bound to the exercise of ordinary diligence only: and in case of the death, resignation or other disability of the said trustee or his successor or successors from time to time at any time hereafter it may and shall be lawful for said party of the first part or its successors to apply to any court of record in the State of Illinois or of the United States having competent jurisdiction to appoint a successor or successors to the party of the second part in the trust hereby created: and upon such appointment, the person or persons, body, politic or corporate so appointed shall become and be vested for the uses and interests and purposes herein set forth and declared, with all the estate, right, title and interest in and to the said premises hereby granted to the said party of the second part or intended so to be, without any other or further assurances or conveyances of the same.

In witness whereof the said party of the first part has caused its seal to be affixed hereunto and these presents to be signed by its president and secretary the day and year first aforesaid.

[SEAL]

G. EDMUNDS, JR., *President.*
W. C. HOOKER, *Secretary.*

STATE OF ILLINOIS, }
HANCOCK COUNTY. } SS.

I, Robert W. McClaughey clerk of the County Court within and for said County and State do hereby certify that on this twenty-seventh day of June A. D. 1868 before me came personally, George Edmunds, Jr., President of the Carthage and Burlington Railroad Company, to me personally known to be the real person described in the foregoing mortgage as president of said company and who executed the same and acknowledged that he executed the foregoing mortgage as the act and deed of said Carthage & Burlington Railroad Company.

In witness whereof I have hereunto set my hand and affixed the seal of said Court at my office in Carthage the day and year first aforesaid.

[SEAL]

ROBERT W. MCCLAUGHEY,
Clerk Co. Court.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HANCOCK	August 18, 1868	17	554
HENDERSON	August 19, 1868	4	85

POWER OF ATTORNEY, May 1, 1869, John Fallon to James F. Joy.

Know all men by these presents:

That Whereas, I, John Fallon of the City and County of Philadelphia and State of Pennsylvania, am the Second party and Trustee named in a certain Deed of Trust, executed by the "Carthage and Burlington Rail Road Company" bearing date the Ninth day of June, A. D. 1868, conveying to me the said Second party therein the Rail Road, property and franchises of the said first party thereto for the purpose of securing payment both of principal and interest of Eight hundred and twenty five bonds of One Thousand Dollars ($1,000). each, bearing even date with said Deed of Trust, and therein more particularly described, which said Deed of Trust was duly recorded in the County of Hancock in said State of Illinois on the Eighteenth day of August A D 1868, and in the County of Henderson in the said last mentioned State on the 19th day of August A D 1868.

And Whereas, James F. Joy of Detroit in the State of Michigan for a valuable consideration has become the owner and holder of each and every of said Bonds secured by said Deed of Trust and may find it desirable and convenient to cancel said bonds, and have said Trust Deed canceled and discharged of record in order to substitute in place thereof other bonds and mortgage securities of the said Rail Road Company, or for other reasons may wish to have said Trust Deed discharged of record.

Now Therefore, I, the undersigned have made, constituted, and appointed, and by these presents do make constitute and appoint the said James F. Joy, my true and lawful attorney for me, and in my name, place and stead to act in the matters of said trust created by the said deed of trust and hereinbefore mentioned, and do hereby fully authorize and empower the said Joy to cancel and discharge said bonds and said Deed of Trust—or either of them, and to cause the said deed of trust to be discharged of record in the Counties where the same has been Recorded, and to do and perform all and every act and deed of whatsoever nature legally and properly appertaining to the same, and the matters connected therewith, binding me as firmly and irrevocably in the premises as if I were myself present thereto, consenting and hereby ratifying, confirming and allowing whatever my said attorney shall lawfully do in the premises. And I do hereby make and declare this power of Attorney irrevocable.

In witness whereof, I have hereunto set my hand and Seal this first day of May in the year of Our Lord One Thousand Eight Hundred and Sixty Nine (A. D. 1869), the word "thousand" on 16th line first page being written over an errasure.

JNO. FALLON [SEAL]

STATE OF PENNSYLVANIA,
CITY AND COUNTY OF PHILADELPHIA. } ss.

I, William B. Dayton a Notary Public in and for said City and County in the State aforesaid, do hereby certify that John Fallon, who is personally known to me as the person whose name is subscribed to the foregoing power of attorney, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Thirteenth day of May, A D 1869.

[SEAL]

WM. B. DAYTON,
Notary Public.

RELEASE, July 19, 1907, William F. McFarland, Trustee to The Carthage and Burlington Railroad Company.

* * * * * *

RELEASE OF MORTGAGE

Whereas, of date June 9, 1868, the Carthage & Burlington Railroad Company, a corporation of the State of Illinois, executed to John Fallon, as Trustee, a deed of conveyance and mortgage of its railroad extending from a connection with the Toledo, Wabash & Western Railway, at Carthage, in the County of Hancock, and State of Illinois, to the Mississippi River at East Burlington, in Henderson County, Illinois, to secure an issue of first mortgage bonds in the sum of $1,000 each and in number not to exceed eight hundred and twenty-five, to be dated June 9, 1868 and payable July 1, 1898, at the Chemical National Bank, in the City of New York, with seven per cent interest; and,

Whereas, the Chicago, Burlington & Quincy Railroad Company has purchased said railroad covered by said mortgage and is now the owner thereof, and has become consolidated with said Carthage & Burlington Railroad Company, and is now the successor in law of said Company; and,

Whereas, the said Chicago, Burlington & Quincy Railroad Company paid all of the bonds issued under the said mortgage at the date of their maturity, principal and interest, and thereupon became and was entitled to have said mortgage released and discharged; and,

Whereas, said John Fallon has since died and the undersigned has been, by the Circuit Court of Henderson County, Illinois, in a proper proceeding, been duly appointed Trustee under said mortgage, as successor of said John Fallon:

Now, Therefore, I, William F. McFarland, Trustee as aforesaid, do hereby release and discharge the said railroad and property from the lien of said mortgage, and reconvey and confirm said railroad and property to the Chicago, Burlington & Quincy Railroad Company, free and clear of the lien thereof.

In Witness Whereof, I have hereunto set my hand and seal, as said Trustee, this 19th day of July, A. D. 1907.

[SEAL] WILLIAM F. MCFARLAND,
Trustee.

STATE OF IOWA,
DES MOINES COUNTY. } ss.

On this 19th day of July, A. D. 1907, before me personally appeared William F. McFarland, to me known to be the person who executed the foregoing instrument as Trustee, and acknowledged that he executed the same as his voluntary act and deed as said Trustee.

[SEAL] J. C. DARIN,
Notary Public in and for said County and State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HENDERSON	July 22, 1907	54	413
HANCOCK	July 26, 1907	G.	435

TRUST MORTGAGE, May 1, 1869. The Carthage and Burlington Railroad Company to James F. Joy, Trustee.

This Indenture, made this First day of May in the year of our Lord One thousand eight hundred and sixty nine, between the "Carthage & Burlington Railroad Company," a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and James F. Joy of Detroit, in the State of Michigan, party of the second part.

Whereas the said Carthage and Burlington Railroad Company, in pursuance of an act of the Legislature of the State of Illinois entitled "An act to incorporate the Carthage and Burlington Railroad Company and authorize certain towns to take stock and levy a tax to pay the same," approved March 5th, 1867, and of other acts and statutes of the said state of Illinois relating to and affecting it, is engaged in constructing a railroad in accordance with the provisions of its said charter from Carthage, in the county of Hancock, through Dallas City, to East Burlington, in the County of Henderson, in the state of Illinois.

And, Whereas, said Carthage & Burlington Railroad Company is desirous of borrowing money to an amount not exceeding six hundred and fifty thousand dollars, for the purpose of constructing and equipping its said Railroad and purchasing the right of way and material necessary for the superstructure thereof, and defraying all necessary expenses of transportation and other charges connected with the building, equipping and operating said Railroad, and the appendages and appurtenances connected therewith, and has resolved to execute and issue the bonds of said Company, in sums of One Thousand Dollars each, of the date of May 1st A. D. 1869, and bearing interest at the rate of Eight per cent per annum, payable, free of

Government, revenue, or other tax, semi-annually, both principal and interest, at the National Bank of Commerce, in the City of New York, and having not more than ten years to run to maturity, to an amount not exceeding in the aggregate six hundred and fifty thousand dollars, and to secure the payment of the same, both principal sum and interest by a mortgage or deed of trust by its said railroad, franchises and other corporate property of every nature and kind to the party of the second part, as trustee or mortgagee, for the benefit and security of the holders of said bonds, all of which said bonds shall bear the same date and are to be duly stamped with the revenue stamps required by law, to stand equally secured by the said mortgage or deed of trust, though issued, sold and maturing at different times, and shall be numbered consecutively from Number One to the highest number which shall be issued, inclusive, and each of which said bonds shall be authenticated by a certificate signed by the said party of the second part as being issued under and secured by said deed of trust.

Now Therefore, This Indenture witnesseth that the said Carthage and Burlington Railroad Company, in order to secure the payment of the said bonds and the interest thereon, and in consideration of the sum of Five Dollars to it in hand paid by the said party of the second part at the execution and delivery of these presents, the receipt of which is hereby acknowledged and confessed, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the said party of the second part, his successors in the trust hereby created, and assigns, all the following present and in future to be acquired property of the said Carthage and Burlington Railroad Company, and all its rights, title and equity of redemption therein, that is to say: All the Railroad of the party of the first part now located, constructed or made, or to be located, constructed or made between Carthage and East Burlington, aforesaid, and including its depot at the said termini, and the right of way and land, occupied thereby, together with the superstructure and tracks thereon, and to be placed thereon, and all the iron, rails, ties, chairs, splices, bolts, nuts, spikes, timbers material furnished and property purchased or to be purchased or furnished for the construction and equipment of said railroad, whereas the same may be, and whether now upon said premises or elsewhere, all depots and station grounds and the buildings thereon and to be erected thereon, and all the side tracks, bridges, viaducts, fences, engines, tenders, cars and rolling stock of whatsoever nature and kind, machinery, tools and fixtures, and all other real, personal and mixed property of the said party of the first part now on said mortgaged premises or belonging thereto, or purchased or procured for the construction, thereof, though elsewhere situated, and all the rights, privileges and franchises of said Company, now held or possessed by it, or which may hereafter be acquired, and all appurtenances of the said company in and to said mortgaged premises, or in any manner, belonging thereto or connected therewith, so far as by law the said party of the first part is authorized to convey the same, together with the net earnings, revenues and profits to be derived from the use and operation of the said railroad, or any part thereof.

To Have and to Hold the said premises and property and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his successors in said trust and assigns, to wit upon the following express trust, that is to say: In case the said Carthage & Burlington Railroad Company shall fail to pay the principal or any part thereof or any of the interest on any of the bonds secured or intended to be secured hereby at any time when and where the same shall become due and payable according to the tenor and effect thereof and for thirty days thereafter, then and in such case all of said bonds, both principal sum and interest, shall thereupon immediately become due and payable, and at the request of the holder of any of said bonds the said party of the second part, or his successors in said trust, may enter into and take possession of all and singular the said Railroad premises and property hereby conveyed, and as the attorney in fact and agent of said first party by himself or his agent duly constituted have, use and employ the same, making from time to time all needful repairs, alterations and additions thereto, and after deducting the expenses of such use, repairs alterations and additions, apply the net earnings and proceeds thereof to the payment of the principal and interest of all said bonds remaining unpaid, or the said party of the second part, his successors in said trust and assigns, at their discretion may, and on the written request of the holder of any of said bonds when unpaid shall cause said premises, or so much thereof as may be necessary to discharge the principal sum and interest of all such of said bonds remaining unpaid, together with the expense of sale, to be sold at public auction at the north door of the Court House in the City of Chicago, in said State of Illinois, after giving thirty days notice of the time and place and terms of such sale, by publishing the same in one of the principal newspapers, for the time being in each of the cities of New York and Chicago, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law in fee simple for the same, which shall be a bar against the said Carthage and Burlington Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them of all right, interest and claim in and to said premises, or any part thereof, and the said trustee shall after deducting from the proceeds of such sale the costs and expenses thereof and of managing the said property, apply so much of the said proceeds as may be necessary to the payment of the principal and interest on said bonds, and shall restore the residue thereof, if any there be, to the party of the first part, its successors and assigns, it being expressly understood and agreed that in no case shall any claim be made under or advantage be taken of any valuation, appraisement or extension laws, by the party of the first part, its successors or assigns, nor shall any injunction be allowed or stay of proceedings had or process applied for or obtained to prevent such entry, sale and conveyance as aforesaid.

It is also hereby expressly understood and agreed that it shall be lawful for the said Carthage and Burlington Railroad Company, party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed as it or they shall elect, until default shall be made

in the payment of the interest or principal of said bonds, or of some one of them.

And the said Carthage and Burlington Railroad Company for itself, its successors and assigns, does hereby covenant and agree to execute and deliver any further reasonable and necessary conveyance or assurance of the said premises and property, or any part thereof, to the said party of the second part, his successors in said trust and assigns, for the more fully conveying the said premises and property and carrying into effect the objects and purposes of these presents, and causing them to embrace the property and effects hereby intended to be conveyed, that counsel shall advise.

It is hereby mutually agreed, and these presents are upon the express condition that upon the payment of the principal and interest of said bonds the estate hereby granted to the said party of the second part shall be void, and the right and title to the premises hereby conveyed shall revert to and revest in the said party of the first part, without any acknowledgment of satisfaction, reconveyance, re-entry or other act.

It is hereby also mutually agreed that the said party of the second part, his successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by him or them, when such agent shall have been selected or employed with reasonable prudence and discretion, and that said second party, his successors in said trust and assigns, shall be entitled to reasonable compensation for his or their labor and services in the management of said trust and especially in case they shall be compelled to take possession of said premises, or any part thereof, and to manage the same.

It is hereby further mutually understood and agreed that the bonds secured by this mortgage may be issued at different times, but only for the construction and equipment of the Railroad hereby conveyed, and the objects and purposes herein expressed.

It is hereby further mutually agreed that in case of death, mental incapacity, resignation or refusal of said Trustee to act in the matter of said trust, all his right, estate, interest, power, and control in the premises shall be divested, cease and determine, and upon the appointment of another to said trust, which may be done by the mutual agreement of the said Railroad Company and a majority of the holders of said bonds, and in case of failure to agree the holder of any of said bonds may apply to any court in the state of Illinois having jurisdiction, of the premises to appoint some proper person, and such new Trustee appointed in either of the modes above named shall become vested for the purposes of this trust with all the right, interest and power requisite to enable him to execute the purposes of this trust without any further or other authority, release or conveyance to him, but, should it be desirable or necessary, both or either of the parties hereto shall execute and deliver any and all necessary releases or conveyances for that purpose.

And the said second party hereby accepts the trust hereby created.

In Witness Whereof the said Carthage and Burlington Railroad Company has caused its corporate seal to be hereto affixed by its Treasurer and the corporate name of said Company to be hereto subscribed by its President, and the said party of the second part has hereunto set his hand and seal, all on the day and year first above written. The word "Secretary" being erased and "Treasurer" written in lieu thereof on the foregoing page.

Carthage and Burlington Railroad Company,
[SEAL] *By* W. S. WOODS,
President.

W. C. HOOKER, *Treasurer.*

STATE OF PENNSYLVANIA, }
CITY AND COUNTY OF PHILADELPHIA, } ss.

Be it remembered that on this Thirteenth day of May A. D. 1869, before me a Notary Public residing in the City of Philadelphia in the county of Philadelphia and state of Pennsylvania, duly authorized, empowered and commissioned under and by virtue of the laws of said state of Pennsylvania to take acknowledgment and proof of deeds and other instruments in writing under seal, to be used or recorded in said state of Pennsylvania, personally came William S. Woods, President of the Carthage and Burlington Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in the Borrough of Carlisle in the County of Cumberland and State of Pennsylvania, that he is President of the Carthage and Burlington Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing conveyance is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company, and that he signed the name of said Company to said conveyance by the like order of the Board of Directors of said Company, as the President thereof; and acknowledged that he executed and delivered the said deed of conveyance as the free and voluntary act of the said Company, and of himself, as the President thereof, for the uses and purposes therein set forth.

[SEAL] WM. B. DAYTON,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HANCOCK	April 28, 1906	69	568
HENDERSON	May 9, 1906	13	559

AGREEMENT, April 6, 1889, The Carthage and Burlington Railroad Company, Chicago, Burlington & Quincy Railroad Company, Henry Parkman and H. H. Hunnewell, Trustees.

This agreement, made and entered into this sixth day of April, A. D. one thousand eight hundred and eighty nine (1889), by and between the

Carthage & Burlington Railroad Company, a corporation of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, and Henry Parkman and H. H. Hunnewell, Trustees, parties of the second part,

Witnesseth:

Whereas, the first party, of date May 1st, 1869, executed and caused to be recorded a first mortgage or trust deed upon its entire road and property and franchises, as described in said mortgage, to James F. Joy, Trustee, to secure certain bonds to be issued for the construction and completion of its road; and

Whereas, bonds of date May 1st, 1869, and having ten years to run to maturity, were duly and regularly issued and certified by the Trustee under said mortgage, to the amount of six hundred thousand (600,000) dollars in the aggregate, said bonds bearing interest from their date at the rate of eight (8) per cent. per annum, payable semi-annually; and

Whereas, said bonds were sold on the market, and the said Henry Parkman and H. H. Hunnewell, as Trustees, under a certain mortgage or trust deed, executed to them of date July 1, 1873, by the Chicago, Burlington & Quincy Railroad Company, have become the purchasers and are now the holders of a majority of said bonds; and

Whereas, the Chicago, Burlington & Quincy Railroad Company has become the purchaser and is now the holder of all the remainder of said bonds; all of which said bonds, together with the interest thereon up to this date, at the rate of eight (8) per cent. per annum, payable semi-annually, are now due and wholly unpaid; and

Whereas, the party of the first part has made application to the parties of the second part for an extension of the time of payment of the said bonds and interest:

Now therefore, it is agreed between the parties hereto, that the first party will pay the principal of all said bonds; aggregating $600,000. as aforesaid, on the first day of July, A. D. 1903, and will pay interest thereon from and after this date at the rate of eight (8) per cent. per annum, payable semi-annually, on the first day of July and the first day of January in each year. The first party further agrees to pay, on the said first day of July, 1903, all the interest now due upon said bonds and unpaid, together with interest upon said over due interest at the rate of six (6) per cent. per annum. *In consideration whereof,* the parties of the second part agree to extend the time of payment of the principal of said bonds and of the interest now due ceedings before said date to foreclose the mortgage securing said bonds thereon, until said July 1st, 1903, and to forbear to sue or institute pro- by reason of or on account of any default thereon which has occurred previous to the date hereof.

It is further stipulated and agreed between the parties, that the said debt evidenced by said bonds and interest shall be and remain in all respects secured by said mortgage or trust deed, of date May 1st, 1869, to James F. Joy, Trustee, with full right and power in the second parties and in said trustee to enforce said mortgage and all their legal rights and remedies thereunder, in all respects the same as if this agreement for extension had

not been made, except as herein modified as to time of payment. And it is expressly agreed and understood that nothing herein contained shall be held or construed to impair the right of any person or parties entitled thereto, to sue for and recover any installment or amount of interest hereafter falling due upon said bonds, or any one of them, as provided, or to foreclose said mortgage on account of such future default in the payment of interest; but all such rights and remedies of suit and of foreclosure, in default of payment of such interest, are preserved in full force, as set forth in the mortgage.

It is further understood and agreed that the agreement for extension of time of payment and promise to pay said bonds and interest July 1st, 1903, is to be stamped upon each of said bonds, in such form as may be agreed upon.

In witness whereof, the parties hereto have set their hands and seals, the day and year first above written.

The Carthage & Burlington Railroad Company,
[SEAL] *By* JNO. L. LATHROP, *President.*
Attest:
L. O. GODDARD, *Secretary.*

H. H. HUNNEWELL
HENRY PARKMAN
Trustees.

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* C. E. PERKINS, *President.*
Attest:
T. S. HOWLAND, *Secretary.*

The undersigned, trustee in the certain trust deed or mortgage executed by the Carthage & Burlington Railroad Company, of date May 1st, 1869, hereby assents and agrees to the annexed and foregoing contract, of date April 6th, 1889, between said Railroad Company and the holders of the bonds issued under said mortgage, for an extension of said mortgage, and of the time of payment of said bonds and the over due interest thereon until July 1st, 1903.

And I do hereby continue my acceptance of said trust.

JAMES F. JOY,
Trustee.

APPOINTMENT, May 8, 1905, of George B. Dunbar, successor in trust to James F. Joy, Trustee.

* * * * * *

This Agreement, made this 8th day of May 1905, by and between the Carthage and Burlington Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and Henry Parkman, George H. Richards and A. G. Stanwood, Trustees, parties of the second part, *Witnesseth:*

Whereas on the first day of May, 1869, the party of the first part, in order to obtain funds for the construction of its railroad from Carthage

in the County of Hancock through Dallas City to East Burlington in the County of Henderson in the State of Illinois, conveyed to James F. Joy, Trustee, and his successors in trust,

"All the following present and in future to be acquired property of said Carthage and Burlington Railroad Company, and all its right, title and equity of redemption therein, that is to say, all the railroad of the party of the first part now located, constructed or made or to be located, constructed or made between Carthage and East Burlington aforesaid, and including its depots at the said termini, and the right of way and land occupied thereby, together with the superstructure and tracks thereon and to be placed thereon, and all the iron, rails, ties, chairs, splices, bolts, nuts, spikes, timbers, material furnished and property purchased or to be purchased or furnished for the construction and equipment of said railroad, wherever the same may be, and whether now upon said premises or elsewhere, all depot and station grounds and the buildings thereon and to be erected thereon, and all the side tracks, bridges, viaducts, fences, engines, tenders, cars and rolling stock of whatsoever nature and kind, machinery, tools and fixtures and other real, personal and mixed property of the said party of the first part (Carthage and Burlington Railroad Company) now on said mortgaged premises or belonging thereto, or purchased or procured for the construction thereof, though elsewhere situated, and all the rights, privileges and franchises of said company now held or possessed by it, or which may hereafter be acquired, and all appurtenances of said company in and to said mortgaged premises or in any manner belonging thereto or connected therewith, so far as by law the said party of the first part (Carthage and Burlington Railroad Company) is authorized to convey the same, together with the net earnings, revenues and profits to be derived from the use and operation of the said railroad, or any part thereof,"

in trust nevertheless to secure the payment of an issue of bonds for a total sum of six hundred thousand dollars ($600,000), which trust deed was acknowledged on the 13th day of May, 1869, and recorded as follows:—

And Whereas said trust was accepted by the said James F. Joy, and said James F. Joy acted as trustee thereunder until September 24, 1896, when he died;

And Whereas the said trust is still in *esse* and unexecuted but cannot be administered for want of a trustee,

And Whereas it is provided in and by said trust deed that

"In case of the death, mental incapacity, resignation or refusal of said trustee to act in the matter of said trust, all his right, estate, interest, power and control in the premises shall be divested, cease and determine, and upon the appointment of another to said trust, which may be done by the mutual agreement of said railroad company and the majority of holders of said bonds * * * such trustee shall become vested for the purposes of this trust with all the right, interest and power requisite to enable him to execute the purposes of this trust without any further or other authority, release or conveyance,"

And Whereas the parties of the second part are the holders and owners of a majority of said bonds, to wit, all of said bonds,

Now Therefore, in consideration of the premises and of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, it is agreed that Geo. B. Dunbar, of Chicago, Illinois, be, and he is hereby appointed trustee in the place and stead of James F. Joy, deceased, with all the right, interest and power held and enjoyed by the said James F. Joy under said trust deed.

In Witness Whereof the parties hereto have caused this instrument to be executed the day and year first above written.

Carthage and Burlington Railroad Company,

[SEAL] *By* C. I. STURGIS,
Its President.

Attest:
H. W. WEISS, *Secretary.*

HENRY PARKMAN,
G. H. RICHARDS,
A. G. STANWOOD,
Trustees.

I hereby accept the appointment as trustee in the place of James F. Joy, deceased under the aforesaid trust deed.

GEO B. DUNBAR.

Form Approved:
C. M. DAWES.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HANCOCK	August 19, 1905	4	36
HENDERSON	August 26, 1905	53	—

RELEASE, March 7, 1906, George B. Dunbar successor in trust to The Carthage and Burlington Railroad Company.

Know All Men By These Presents:

That I, George B. Dunbar, of Chicago, Illinois, duly appointed and qualified as successor in trust to James F. Joy, trustee, in accordance with the terms and conditions of the trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, remise, release, convey and quit claim unto the Carthage & Burlington Railroad Company, a corporation organized and existing under the laws of the State of Illinois, all the right, title and interest of every nature and description whatsoever which I may have acquired in, to or by a certain Trust Deed dated May 1, 1869, and recorded as follows:—to the premises therein described, to wit:

All the following present and in future to be acquired property of the said Carthage & Burlington Railroad Company, and all its right, title and equity of redemption therein, that is to say, all the railroad of the party of the first part now located, constructed or made, or to be located, constructed or made between Carthage and East Burlington, aforesaid, and including its depots at the said terminal, and the right of way and land occupied

thereby together with the superstructure and tracks thereon, and to be placed thereon, and all the iron, rails, ties, chairs, splices, bolts, nuts, spikes, timbers, material furnished and property purchased or to be purchased or furnished for the construction and equipment of said railroad, wherever the same may be, and whether now upon said premises, or elsewhere, all depots and station grounds and the buildings thereon and to be erected thereon, and all the side tracks, bridges, viaducts, fences, engines, tenders, cars and rolling stock of whatsoever nature and kind, machinery, tools and fixtures, and all other real, personal and mixed property of the said party of the first part now on said mortgaged premises or belonging thereto, or purchased or procured for the construction thereof, though elsewhere situated, and all the rights, privileges and franchises of said Company, now held or possessed by it, or which may hereafter be acquired, and all appurtenances of the said Company in and to said mortgaged premises, or in any manner belonging thereto or connected therewith, so far as by law the said party of the first part is authorized to convey the same, together with the net earnings, revenues and profits to be derived from the use and operation of the said railroad, or any part thereof, also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, I have hereunto set my hand and seal this seventh day of March, 1906.

GEORGE B. DUNBAR [SEAL]
Successor in Trust.

Form approved:—
C. M. DAWES.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Herbert Haase, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that George B. Dunbar, successor in trust, personally known to me to be the same person who executed the foregoing instrument as successor in trust, appeared before me this day in person and acknowledged that he executed said instrument as successor in trust, as his free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this seventh day of March, 1906.

[SEAL]

HERBERT HAASE,
Notary Public.

THE QUINCY AND WARSAW RAILROAD COMPANY

Citizens of Quincy, Illinois, procured a Special Act of the Illinois Legislature to build a road from Quincy to Warsaw, approved February 16, 1865.

They organized the company at Quincy in December, 1867, but little was done until 1869, when they secured an amendment approved March 2, 1869, authorizing a change of route, namely from Quincy via Mendon to Carthage.

They secured a large amount in local aid bonds ($270,000) and in August, 1869, made a construction contract with Woods & Wright who were to receive stock and bonds of the Company to the amount of $40,000 per mile and all the local aid, and of date July 1, 1870, procured a Mortgage of the road to John B. Alley and William Claflin to secure an issue of twenty year bonds to the amount of $850,000.

Woods & Wright were not able to finance the proposition, and of date August 11, 1870 they caused James F. Joy to be elected President and made an agreement with him under which they were to turn over all the securities they held and complete the road, and Joy agreed that the C. B. & Q. would provide $640,000 and take a perpetual lease of the road and as rental pay the interest upon the bonds issued by the Company, which were sold to the public and were afterwards all redeemed by the C. B. & Q.

The Lease was dated December 1, 1870, and of date May 15, 1876, a Supplemental Lease was executed to correct certain errors and omissions in the original lease. The road was completed December 25, 1870; (40.6 miles.)

Of date June 1, 1899, the Quincy & Warsaw Company made a deed of all its property to the Chicago, Burlington & Quincy Railroad Company in fee simple.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to incorporate the Quincy and Warsaw Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That John Wood, Charles A. Savage, Onias C. Skinner, Edward Wells, Robert Tillson, Henry Hill, Calvin Coles, George J. Rodgers, William English, and their associates, successors and assigns, be and they are hereby created a body corporate, by the name and style of "The Quincy and Warsaw Railroad Company," with perpetual succession, and power to build, maintain and use a railroad from the city of Quincy, in Adams county, to the city of Warsaw, in Hancock county, Illinois, upon some practicable line between said points.

§ 2. Said corporation shall also have power to purchase, hold, lease, sell and convey estate, whether real, personal or mixed, so far as may be necessary to carry out the intentions of this act; and in their corporate name may sue and be sued, and have a common seal which they may alter or renew at pleasure; and shall have and exercise all powers, rights, privileges and immunities which are or may be necessary to carry into effect the purposes and objects of this act.

§ 3. For the purpose of constructing said railroad, said company shall have power to lay out and establish their road, in width not exceeding one hundred feet, through the entire line thereof, and may take and appropriate to their own use all such lands necessary for the construction of said road, upon first paying or tendering therefor such amount of damages as shall have been settled by appraisers in the manner hereinafter provided, on all such lands as may be taken by said company, and for the purpose of cuttings and embankments, and for the purpose of obtaining stone, sand and gravel, may take and appropriate so much more lands as may be necessary for the proper construction, maintenance and security of said road, and for constructing shops, depots, side tracks, and other suitable and convenient fixtures pertaining to said railroad; may take and have, use and occupy any lands on either side of said railroad, not exceeding one hundred and fifty feet in width; said company taking all such lands as gifts or purchases, or making satisfaction for the same in the manner hereinafter provided.

§ 4. If said company cannot agree with the owners of lands which may be taken for the purposes aforesaid, so as to procure the same by deed or act of such owners of land, or if the owner or occupier, or either of them, *femme covert,* infant, *non compos mentis,* unknown or out of the county in which the land or property wanted may be situated, the same may be taken and paid for (if any damages be awarded) in the manner provided for in "An Act to provide for a general system of railroad incorporations," approved November 5th, 1849, and according to the provisions of this act.

§ 5. Said corporation shall cause books to be opened for subscription to the capital stock thereof, divided into shares of one hundred

dollars each, at such times and places as they may choose, and shall give at least thirty days' notice thereof by publication in a newspaper published in the town or city where said books may be opened, and if there be no newspaper published therein, then in the nearest newspaper thereto. It shall be lawful for all persons of lawful age, or for the agent of any corporate body to subscribe any amount to the capital stock of said company.

§ 6. The corporation may require each subscriber to pay such an amount at any time of subscribing, not exceeding five dollars on each share, as shall be thought proper.

§ 7. So soon as one hundred thousand dollars of the capital stock is subscribed, the corporators herein named, or a majority of them, shall call a meeting of the stockholders for the election of not less than seven directors, who shall be stockholders, of which meeting thirty days' notice shall be given by publication in one or more newspapers published in said city of Quincy, and also in said city of Warsaw; and the said election shall be conducted by two judges appointed by the stockholders present, and the persons having a plurality of votes shall be declared elected. In all elections the holders of stock shall be entitled to one vote for each share he or she may hold, and any person having a right to vote may vote by written proxy. Whenever the aforesaid sum of one hundred thousand dollars is subscribed, as aforesaid, the said corporation may commence, construct and complete the aforesaid railroad.

§ 8. All elections after the first, for officers of this corporation shall be held on the first Monday in April annually under the direction of three stockholders, not directors at the time, to be appointed by an order of the board at a previous meeting: *Provided,* that said directors may cause elections to be held on any other day, should there be no election on that day, and all elections shall be held at some point on the road as aforesaid. The directors elected as aforesaid shall continue in office for one year, and until their successors are elected and qualified, and a majority shall form a quorum for the transaction of business.

§ 9. Said company is authorized and empowered to borrow, from time to time, such sum or sums of money, as in its discretion may be necessary to aid in the construction of said road, and pay any rate of interest not exceeding ten per cent, per annum, and to pledge and mortgage said railroad and its appendages, or execute a deed or deeds of trust on the same, or any part thereof, or on any other property or effects, rights, credits or franchises of the said company, as security for any loan of money and interest thereon; and to make and dispose of any bonds issued for such loan at such rates and on such terms as the board of directors may determine.

§ 10. Said company shall have power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed, upon such terms as may be mutually agreed upon between the companies connecting, and to consolidate its property and stock, and to merge its corporate existence and franchises in and with those of the corpora-

tion or corporations owning any such connecting road, upon such terms as may be agreed upon.

§ 11. Said corporation shall have power to make, ordain and establish all such by-laws, rules and regulations as may be deemed expedient and necessary to fulfill the purposes and carry into effect the provisions of this act, and for the well-ordering and securing the interests of said company, not inconsistent with the laws of this State.

§ 12. This act shall be deemed and taken as a public act, and take effect from and after its passage.

APPROVED February 16, 1865.

Private Laws, Illinois 1865, Vol. 2, Page 205

ACT OF LEGISLATURE

Approved March 2, 1869.

AN ACT to amend "An Act to incorporate the Quincy and Warsaw Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Quincy and Warsaw Railroad Company be and the same is empowered, under the act aforesaid, to construct, maintain and operate said railroad, by lateral branch or otherwise, from the city of Quincy, in Adams county, in the direction and by way of the town of Mendon, in said county of Adams, to the town of Carthage or the town of Elvaston, in Hancock county; and should said company deem it advisable, may extend said railroad in a northerly course, so as to form a connection with either the Chicago, Burlington and Quincy, the Toledo, Peoria and Warsaw, the Rock Island, and the Western Union Railroad Companies, of Illinois, or either of said companies or their branches.

§ 2. For the purposes of said railroad, or its extension, said company may condemn, in pursuance of the general laws of the state, private or corporate property, necessary for the right of way, depots, buildings and landings, and with the consent of the city of Quincy, may obtain use of streets and public grounds.

§ 3. Said company, to raise money for the construction and equipment of said railroad, or its extension, may mortgage or convey the whole line of said road, or its extension, or both, as the exigencies may require.

§ 4. This act shall be deemed and taken as a public act, and shall take effect from and after its passage.

APPROVED March 2, 1869.

Private Laws, Illinois 1869, Vol. 3, Page 341

CONTRACT AND LEASE, December 1, 1870, The Quincy and Warsaw Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, made this first (1st) day of December, A. D. one thousand eight hundred and seventy, by and between the Quincy and Warsaw

Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, both corporations duly organized and existing under and in accordance with the laws of the State of Illinois.

Whereas, the said party of the first part is authorized by the aforesaid laws to construct and operate a railroad from the city of Quincy in Adams County to the town of Carthage in Hancock County, in said State of Illinois, and has already located the same, and the work of construction has advanced far towards completion.

And whereas, for the purpose of obtaining money necessary for the construction and completion of said railroad, including labor thereon and materials used therein and other expenses incurred in the construction of the same, it has executed its bonds in sums of one thousand (1,000) dollars each, of the date of July first, A. D. 1870, amounting in the aggregate to eight hundred and fifty thousand dollars, having twenty (20) years to run to maturity, and bearing interest at the rate of eight per cent per annum, payable semi-annually, free of government tax, and both principal and interest payable at the National Park Bank in the city of New York, and has secured the payment of the same by a deed of trust or mortgage duly executed by it to John B. Alley and William Claflin of Boston, Massachusetts, upon said railroad, made and to be constructed, its right of way, road-bed, superstructure, grounds, buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto and revenues to be derived therefrom, which said trust mortgage bears even date with said bonds, and has been duly recorded in the counties through which said railroad runs.

And whereas, the proceeds of said bonds and the other means of said company will be sufficient only for the construction and completion of the road-bed and superstructure, and in accomplishing so much the said party of the first part will have exhausted its resources, and will be wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said railroad, and in order that the same may when completed be equipped, maintained, and operated in such manner as the public convenience may require, and means be provided for the annual purchase of said bonds at not above par and accrued interest, it has become necessary to have the assistance of and make the arrangement with the Chicago, Burlington and Quincy Railroad Company, hereinafter mentioned.

Now, therefore, this indenture witnesseth: That the said party of the first part, in consideration of the covenants and agreements herein contained, to be kept and performed by said second party, it, the said party of the first part hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said party of the second part, its successors and assigns, all the following-described property of said Quincy and Warsaw Railroad Company, that is to say: its said railroad extending from Quincy to Carthage aforesaid, made and to be made, including rights of way, lands occupied thereby, superstructure and

tracks thereon and to be placed thereon, rails, ties, and other materials used therein, procured and to be procured therefor, bridges, viaducts, culverts, fences, depot grounds, and buildings thereon and to be placed thereon, also all rolling stock, tools, and other property, real and personal, pertaining to said railroad and to the use thereof, now owned or to be hereafter acquired by said first party, together with the rents, revenues, and income to be had, levied, and derived therefrom, and all rights, privileges, and franchises of said first party of, in, to, or concerning the same.

To have and to hold the above-described railroad premises and property, with the appurtenances, rights, privileges, and franchises appertaining thereto, unto the said party of the second part its successors and assigns, from the day of the date hereof in *perpetuity*, absolute and exclusive possession thereof to be delivered to and had by said party of the second part as soon as the road-bed and superstructure shall have been completed; and in the mean time the possession of the parties constructing the aforesaid railroad shall be deemed and taken to be the possession of said second party.

The said party of the second part, in consideration of the premises, does hereby covenant and agree with said party of the first part, its successors and assigns, to pay and cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on the said demised premises or any part thereof during the continuance of this lease, and to take possession of said demised road and property as soon as the road-bed, track, and superstructure thereof shall be completed, to place thereon such and such an amount of rolling stock as may be required in the transaction of the business of said railroad, and at all times to keep the same equipped in such manner as the public convenience may require, and also to maintain and keep the said demised road in repair, to run and operate the same in such manner as will furnish reasonable accommodations to the public, and that it will at all times save said first party and its successors harmless from all damages and liabilities that may be incurred or occasioned by said second party in the management, maintenance, and operation of said railroad.

The said party of the second part, in consideration of the premises, and also as rent and in full payment of rent for the aforesaid demised railroad and property hereby, covenants and agrees that it will set aside forty per cent of the gross earnings arising from the business done upon the said demised road extending from Quincy to Carthage aforesaid, and also forty per cent of the gross earnings arising from the business, both freight and passenger, over its own road or any part thereof coming from or going to the said Quincy and Warsaw Railroad, as a fund to be annually appropriated each year to the purchase of the aforesaid bonds of said first party at the lowest price at which they may be offered, so long as they can be purchased at or less than par and accrued interest, and that it will cause to be kept a separate account of all such earnings, and on the fifteenth day of December in each year will pay over the amount thereof to the trustees named in the aforesaid trust mortgage

securing said bonds, and their successors, to be applied by them to the purchase of said bonds at the lowest market price, but not more than par and accrued interest, in the manner herein provided.

It is mutually agreed by the parties hereto that the said trustees named in the aforesaid trust mortgage shall, in the month of December in each year, advertise for proposals for ten successive days in a daily newspaper for the time being in each of the cities of New York and Boston, stating therein the time and place when and where and the terms upon which the said bonds will be purchased, for the information of such of the holders of said bonds as may wish to sell any of the same under this agreement, and if in response to said advertisement none of such bonds are offered for sale on the terms aforesaid, then the obligation to purchase bonds for that year and until the time for another annual advertisement shall cease, and the moneys thus applicable to the purchase of bonds for that year shall be returned to said party of the second part and its successors. But the fact that no bonds are offered for sale on the terms herein provided, for that or any one year, shall not in any manner affect the liability and obligation of said second party to purchase said bonds on the terms and in the manner herein provided with the amount which may accumulate from the said forty per cent of gross earnings for the next or any year thereafter, and which by the terms of this agreement shall be applicable to the purchase of said bonds; it being the intention of this agreement not to purchase said bonds at more than par and accrued interest, and that when they cannot be purchased at or less than par and accrued interest, the funds provided therefor, not being required for that purpose, shall be returned to and may be used and divided by said second party like other earnings of its road, year by year.

And it shall be the duty of said trustees, upon the purchase of said bonds or any of them as herein mentioned, to deliver the same to said second party, to be held, used, and employed by it as its own property, and in such manner as it shall deem advisable.

It is also hereby mutually agreed that the stipulations and provisions of this contract shall be binding upon the successors and assigns of the respective parties hereto.

In witness whereof, the parties hereto have caused these presents to be hereto subscribed by their presidents, and their respective corporate seals to be hereto attached by their secretaries, the day and year first above written.

JAMES F. JOY,

[SEAL] *President of the Quincy and Warsaw Railroad Company.*

Attest: JAS. M. BISHOP, *Secretary.*

J. M. WALKER,

President of the Chicago, Burlington and Quincy Railroad Company.

[SEAL]

Attest: A. T. HALL, *Secretary.*

SUPPLEMENTAL LEASE, May 15, 1876, The Quincy and Warsaw Railroad Company and Chicago, Burlington & Quincy Railroad Company.

This Agreement made this Fifteenth (15th) day of May A. D. One Thousand Eight Hundred and Seventy Six (1876) by and between the Quincy and Warsaw Rail Road Company, party of the first part, and the Chicago Burlington and Quincy Rail Road Company, party of the second part.

Witnesseth, that whereas, an Indenture of Lease was made and entered into by and between the parties hereto, under date December 1st, 1870, of the railroad of the party of the first part to the party of the second part, in which it is found that there are certain errors and omissions, and for the purpose of correcting which into the stipulations and agreements of the parties as they were made and understood at the time, it is agreed that said Lease shall be so reformed and modified as to read as follows, that is to say.

This Indenture made this 1st day of December A. D. One Thousand Eight hundred and Seventy (1870) by and between the Quincy and Warsaw Railroad Company party of the first part, and the Chicago, Burlington and Quincy Rail Road Company, party of the second part, both corporations duly organized and existing under and in accordance with the laws of the State of Illinois.

Whereas, the said party of the first part is authorized by the aforesaid laws, to construct and operate a railroad from the City of Quincy in Adams County to the Town of Carthage in Hancock County in said State of Illinois and has already located the same and the work of construction has advanced far toward completion and

Whereas, for the purpose of obtaining money necessary for the construction and completion of said railroad including labor thereon and materials used therein and other expenses incurred in the construction of the same, it has executed its bonds in sums of One Thousand Dollars each of the date of July First A. D. 1870, amounting in the aggregate to Eight hundred and fifty thousand Dollars, having twenty years to run to maturity and bearing interest at the rate of Eight per cent. per annum payable semi-annually, free of Government Tax, and both principal and interest payable at the National Park Bank in the City of New York and has secured the payment of the same by a Deed of Trust or Mortgage duly executed by it to John B. Alley and William Claflin of Boston, Massachusetts upon said railroad made and to be constructed its right ofway, road bed, superstructure grounds, buildings, and all other of its said property connected therewith together with the rights, privileges and franchises belonging thereto and revenues to be derived therefrom, which said Trust Mortgage bears even date with said Bonds and has been duly recorded in the Counties through which said railroad runs, and

Whereas the proceeds of said Bonds and other means of said Company will be sufficient only for the construction and completion of the road bed and superstructure and in accomplishing so much the said party of the first

part will have exhausted its resources and will be wholly unable to procure the equipment or any part thereof necessary for the maintenance and operation of said railroad, and in order that the same may, when completed, be equipped, maintained and operated in such manner as the public convenience may require, and means be provided for the annual purchase of said Bonds at not above par and accrued interest, it has became necessary to have the assistance of and make the arrangements with the Chicago, Burlington and Quincy Rail Road Company, hereinafter mentioned.

Now Therefore this Indenture Witnesseth, that the said party of the first part in consideration of the covenants and agreements herein contained, to be kept and performed by said second party, it the said party of the first part hath granted demised and leased, and by these presents doth grant, demise and lease unto the said party of the second part, its successors and assigns all the following described property of said Quincy and Warsaw Railroad Company, that is to say:

Its said railroad extending from Quincy to Carthage aforesaid, made and to be made, including rights of way lands occupied thereby, superstructure and tracks thereon and to be placed thereon, rails, ties and other materials used therein, procured and to be procured therefor, bridges, viaducts, culverts, fences, depots, depot grounds and buildings thereon and to be placed thereon, also all rolling stock, tools and other property real and personal pertaining to said railroad and to its use, now owned or hereafter to be acquired by said first party together with the rents, revenues and income to be had, levied and derived therefrom, and all rights, privileges and franchises of said first party, of, in, to or concerning the same.

To Have and To Hold the above described railroad, premises and property with the appurtenances, rights privileges and franchises appertaining thereto unto the said party of the second part its successors and assigns for the period of ninety-nine (99) years from the day of the date thereof. Absolute and exclusive possession thereof to be delivered to and had by said party of the second part as soon as the road bed and superstructure shall have been completed, and in the meantime the possession of the parties constructing the aforesaid railroad shall be deemed and taken to be the possession of said second party.

The said party of the second part in consideration of the premises does hereby covenant and agree to and with said party of the first part its successors and assigns, to pay and cause to be paid all taxes and assessments that may be lawfully levied, charged or assessed on the said demised premises or any part thereof, during the continuance of this lease, and take possession of said demised premises, and property as soon as the road bed, track and superstructure thereof shall be complete, to place thereon such and such an amount of rolling stock as may be required in the transaction of the business of said railroad, and at all times to keep the same equipped in such manner as the public convenience may require, and also to maintain and keep the said demised road in repair, to run and operate the same in such manner as will furnish reasonable accomodations to the public. And that it will at all times, save said first party harmless from all damages

and liabilities that may be incurred or occasioned by said second party in the management, maintenance and operation of said railroad.

The said party of the second part in consideration of the premises and also as rent and in full payment of rent for the aforesaid demised railroad and property, hereby covenants and agrees that it will pay or cause to be paid the semi-annually accruing interest on the aforesaid Eight Hundred and fifty thousand dollars of first Mortgage bonds of said first party hereinbefore mentioned when and where the same shall become due and payable according to the tenor thereof,

And that it will set aside forty per cent. of the gross earnings from the transaction of business both freight and passenger passing over its own Road or any part thereof coming from and going to the aforesaid Quincy & Warsaw railroad as a fund to be annually appropriated each year to the purchase of the aforesaid bonds of said first party at the lowest price at which they may be offered so long as they can be purchased at or less than par and accrued interest.

And that it will cause to be kept a separate account of all such earnings, and on the fifteenth (15) day of October in each year, will pay over the amount thereof to the trustees named in the aforesaid Trust Mortgage securing said bonds, to be appropriated by them to the purchase of said bonds at the lowest market price but not more than par and accrued interest in the manner herein provided.

It is mutually agreed by the parties hereto that the said Trustees named in the aforesaid Trust Mortgage shall in the said month of October in each year, advertise for proposals for ten successive days in a daily newspaper for the time being published in each of the cities of New York and Boston, stating therein the time and place when and where and the terms upon which the said Bonds will be purchased, for the information of such of the holders of said Bonds as may wish to sell any of the same under this agreement, And if in response to said advertisement, none of such bonds are offered for sale on the terms aforesaid, then the obligation to purchase bonds for that year and until the time for another annual advertisement, shall cease, and the monies thus applicable to the purchase of bonds for that year shall be returned to said party of the second part and its successors:

But the fact that no bonds are offered for sale on the terms herein provided, for that or any one year shall not in any manner affect the liability and obligation of said second party to purchase said bonds on the terms and in the manner herein provided with the amount which may accumulate from the said forty per cent. of gross earnings for the next or any year thereafter and which by the terms of this agreement shall be applicable to the purchase of said bonds. It being the intention of this agreement not to purchase said bonds at more than par and accrued interest, and that when they cannot be purchased at or less than par and accrued interest, the funds provided therefor not being required for that purpose shall be returned to and shall be used and divided by said second party like other earnings of its Road year by year. And it shall be the duty of said Trustees upon the purchase of said bonds or any of them as herein

mentioned, to deliver the same to said second party, to be held, used and employed by it as its own property and in such manner as it shall deem advisable.

It is also hereby mutually agreed that the stipulations and provisions of this contract shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof the parties hereto have caused these presents to be hereto subscribed by their Presidents and their respective Corporate Seals to be hereto attached by their Secretaries the day and year first above written.

QUINCY & WARSAW RAILROAD COMPANY,

[SEAL] By AMOS T. HALL, *President.*

Attest: L. O. GODDART, *Secretary.*

CHICAGO BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By ROBERT HARRIS, *President.*

Attest: A. T. HALL, *Secretary.*

DEED June 1, 1899, The Quincy and Warsaw Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Quincy and Warsaw Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth:* That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Carthage, in Hancock County, and extending thence southerly to Quincy, in Adams County, a distance of about thirty-nine and seventy-six hundredths (39.76) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for ninety-nine (99) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said

party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchises to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE QUINCY AND WARSAW RAILROAD COMPANY,

[SEAL] By C. I. STURGIS, *President.*

Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS, *President.*

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of The Quincy and Warsaw Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Quincy and Warsaw Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that is was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, }
COUNTY OF DES MOINES. } SS.

Be it remembered, that, on this 13 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13 day of June, A. D. 1899.

[SEAL] W. F. McFARLAND,
Notary Public for said County and State.

Recorded in Illinois;
Adams County June 23, 1899 Book 161 Page 550.
Hancock County June 22, 1899 Book 138 Page 303.

TRUST MORTGAGE, July 1, 1870. The Quincy and Warsaw Railroad Company, to James B. Alley, et al., Trustees.

Whereas the Quincy and Warsaw Rail Road Company, a Rail Road corporation of the State of Illinois, is engaged in the construction of a Railroad from the Mississippi River, at the City of Quincy in the State of Illinois, Northerly to the Town of Carthage in said State, in virtue of the powers of said Company under the original charter thereof, and also of an act of the General Assembly of said State, entitled "An Act to amend an act entitled 'An Act to incorporate the Quincy and Warsaw Railroad Company,'" in force March the second A. D. eighteen hundred and Sixty-nine.

And Whereas, for the purpose of the construction, completion and equipment thereof, it is necessary that said Company issue its bonds, that is to say; a series of eight hundred and fifty bonds, of the denomination of one thousand dollars each, of date the first day of July in the year eighteen hundred and seventy, numbered from one to eight hundred and fifty both inclusive, and amounting in the aggregate to the sum of eight hundred and fifty thousand dollars, payable on the first day of July in the year eighteen hundred and ninety unto John B. Alley and William Claflin, of the City of Boston in the State of Massachusetts, and to the survivor of them, Trustees of said Company, or bearer, at the National Park Bank in the City of New York, in the State of New York, bearing interest at the rate of eight per cent per annum, payable semi-annually, at the same place, and evidenced by forty coupons representing such interest, to the same bonds severally annexed,—secured by a mortgage, in the form of a deed of trust, upon the said Railroad constructed and to be constructed and the franchises of said Company appertaining thereto, and also all the property, real and personal, rights, interest and valuable things of said Company acquired or to be acquired, appertaining thereto, of whatever kind or nature:

And Whereas said Quincy and Warsaw Rail Road Company has executed and issued the said series of bonds, the same being authenticated by the signature of one of said Trustees, the parties of the second part hereto, by his signature to a printed certificate on the back of said bonds severally affixed:—

Now therefore This Indenture Witnesseth, that the said, the Quincy and Warsaw Rail Road Company, party of the first part, in order to secure the payment of the said series of bonds, together with the said interest coupons to them severally annexed, and each and every of them, according to the

tenor and effect of the same several bonds and coupons, and in consideration of the sum of one dollar, by the said John B. Alley and William Claflin, parties of the second part, paid unto said Company, the said party of the first part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey unto the said John B. Alley and William Claflin, and to the survivor of them, the parties of the second part, and unto any successor or successors of them by any Court of record of either of the States of Massachusetts, New York or Illinois, to be hereafter appointed, in the matter of the trusts in this Indenture expressed, that is to say: All the right, title and interest which the said Quincy and Warsaw Rail Road Company now has or shall hereafter own, have or acquire, in and to all the estate, real and personal, franchises and rights of whatsoever kind, of or appurtaining, or to appurtain unto said Company and the Rail Road of said Company built or hereafter to be built, from the Mississippi River at the City of Quincy in the State of Illinois, to the Town of Carthage in said State, and extending Northerly from said Carthage;—Together with all appendages, appurtenances, rolling stock and valuable things, of whatever nature, of and appurtaining to and hereafter acquired, being of and appurtaining to the said line of Rail Road and the use and enjoyment thereof, forever: Excepting only the subscriptions and the proceeds thereof, made and to be made, private and municipal, to the Capital stock of said Company, party of the first part.

To Have and To Hold, the same and every part thereof unto the said parties of the second part, and the survivor of them, and their successor or successors, upon the trusts following, that is to say; that if said Quincy and Warsaw Rail Road Company, the party of the first part, shall fail to pay the principal of said bonds and every of them, or any part thereof, or any of the interest coupons unto them severally annexed, according to the tenor and effect of said bonds, and coupons, and every of them, hereby secured and aforementioned, for the period of ninety days after proper demand of payment at the place aforesaid for payment thereof, in each case the principal of said bonds then unpaid, shall thereupon become and be at once due and payable in every respect the same as if that date for payment and maturity thereof had been specially named in said bonds:—and in such case, upon the written request of the holders of a majority of said bonds and interest coupons, the said parties of the second part, the survivor of them, and the successor or successors of them aforesaid, in said trusts, may enter upon and take possession of all and singular, or any part or portion, the premises, property and valuable things hereby transferred and conveyed, and by themselves, the survivor of them, their successor or successors aforesaid, and as the attorney or attorney in fact, or agent or agents, of the said party of the first part, or by any substitute or substitutes of them duly appointed, have, use, enjoy and employ, all the same, making all needful repairs, alterations and changes and additions, and after deducting all expenses of the same, use, employment and enjoyment, repairs, additions and alterations and changes, apply the income and proceeds thereof to the payment of the principal of said bonds and interest coupons then

due and unpaid;—or upon the written request of the holders of a majority of said bonds and coupons aforesaid, the parties of the second part, the survivor of them, their successor or successors aforesaid, shall cause the said premises, property and valuable things hereby conveyed, or a sufficient part or portion thereof to satisfy said bonds and all said coupons then due and unpaid, to be sold in the City of Boston, Massachusetts or in said City of New York or in the City of Quincy in the State of Illinois at public auction, after giving at least ninety days notice of the time, place and terms of such sale, together with a description of the property to be sold, by the publication of such notice in a public newspaper published in each of said cities of Boston, New York and Quincy, for ninety days;—and, upon such sale, shall, as such trustee or trustees, execute to the purchaser or purchasers thereof, due and sufficient conveyance or conveyances therefor in fee simple absolute.—And said trustee or trustees so making such sale, in virtue hereof, shall, after deducting from the proceeds of such sale, all costs and expenses attending the said trusts, sale and conveyance and of managing such property, apply the residue of said proceeds to the payment of the principal of said bonds and their due interest coupons,—and anything remaining after such payment in full, pay over to said party of the first part, its successor or assigns.

And it is expressly covenanted by said party of the first part, that in no such case of possession demanded or taken or proceedings for such sale and conveyance aforesaid, shall the party of the first part or any claiming under or through it, set up or claim the benefit of any delay, valuation, appraisement or extension law or procedure or apply for any injunction or stay in the premises of said trusts.

And it is further expressly covenanted by the party of the first part, that all reasonable charges for executing the trusts herein expressed shall be paid unto the trustee or trustees executing the same and that no trustee acting in the premises of said trusts shall be held accountable for any act of a co-trustee in which he shall not concur, nor for any act or default of any attorney in fact, agent or substitute appointed, without his concurrence, nor in case any such attorney in fact, agent or substitute shall, have been selected or appointed with ordinary prudence; and that no such trustee shall be held accountable, except for ordinary care and diligence in the management of the premises and property hereby conveyed, in case of possession taken and use and employment thereof, under authority hereof.

And it is further covenanted by the party of the first part, that in case of the non-acceptance of any of said named trustees, or of the death, resignation, disability or refusal to act, of any one of them, the powers herein conferred shall devolve upon the other, and in case of the death, disability or refusal to act of any trustee, in any case, the party of the first part will, with the acting trustee, if desired, agree upon another, or other trustee or trustees in the premises hereof; and also, as occasion may require, that any Court of record of either of the aforementioned States may, on the application of an acting trustee, or on the application of the holders of a majority of the aforementioned bonds and coupons, appoint a trustee or trustees in the same premises, which appointment shall have the same

effect as if such person or persons so appointed were expressly named as trustee or trustees or as of the trustees in this deed named.

And should the party of the first part, its successors or assigns, satisfy and pay the said bonds and coupons, according to the tenor and effect of the same, then this deed shall cease to have force or effect, and the said trustee, the survivor of them, or their successors in the premises of the trusts herein expressed, shall the said trust property release unto the party of the first part, its successors or assigns.

And the party of the first part further covenants that upon the written request of the said trustees, the survivor of them or their successor or successors aforesaid, the said Quincy and Warsaw Railroad Company will execute and deliver unto said trustees, the survivor of them, or their successor or successors aforesaid, any and all further conveyance of and relating to the premises, property and rights of the said Quincy and Warsaw Rail Road Company aforementioned and intended to be conveyed, the more effectually to carry out the intent hereof and effectually in law and equity secure the payment of said bonds and coupons.

In Witness Whereof, under due resolution of the Board of Directors thereof, the Quincy and Warsaw Rail Road Company has caused its corporate seal to be hereunto affixed, and these presents to be subscribed by its President and Secretary, this first day of July A.D. eighteen hundred and Seventy. The Bonds secured by this deed are duly stamped.

[SEAL] ORIAS C. SKINNER,
President.

JAS M. BISHOP,
Secretary.

We accept the trusts in the foregoing Deed mentioned, May 5th 1870.
JOHN B. ALLEY
WILLIAM CLAFLIN.

STATE OF ILLINOIS, } ss.
COUNTY OF ADAMS. }

This day personally appeared before the undersigned a Justice of the Peace in and for said County, Orias C. Skinner, President of the Quincy and Warsaw Rail Road Company and James M. Bishop Secretary of the same, each of whom is personally known to me to be the identical persons who executed the foregoing deed as such offices and acknowledged that they signed their names to said deed and affixed the seal of said Corporation thereto as and for the act and deed of said Quincy and Warsaw Railroad Company.

In faith whereof I hereto set my hand this tenth day of May A.D. 1870.

JOHN STEINAGEL, J. P. [SEAL]

STATE OF ILLINOIS, } ss.
ADAMS COUNTY. }

This Chattel Mortgage deed and Deed of Trust was acknowledged before me this tenth day of May A. D. 1870.

JOHN STEINAGEL, J. P. [SEAL]

STATE OF ILLINOIS, } ss.
ADAMS COUNTY. }

I, Charles H. Morton, Clerk of the County Court, within and for said County, (the same being a Court of Records, having a Clerk and Seal) do hereby certify that John Steinagel Esq., whose name appears subscribed to the foregoing certificate was, on the day of the date thereof, and now is, an acting Justice of Peace in and for said County, duly elected, commissioned and qualified, and that all his official acts, as such, are entitled to full faith and credit. I further certify that I am acquainted with the handwriting of said John Steinagel and believe the foregoing signature, purporting to be his to be genuine.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court, at my office in Quincy, this tenth day of May, A. D. 1870.

CHARLES H. MORTON,
Clerk.

[5 cents U. S. Rev. Stamp]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
ADAMS	May 10, 1870	C	136
HANCOCK	May 24, 1870	20	260

DECREE, June 23, 1905, appointing successors in trust, The Quincy and Warsaw Railroad Company.

This day come the complainants by M. F. Carrott, their solicitor and it appearing that at the time of the filing of the bill of complaint herein an affidavit was also filed in due form that there were persons interested in the subject matter and premises in said bill of complaint mentioned, whose names and places of residence were unknown and who are designated in this suit as the unknown heirs and devisees of John B. Alley and William Claflin, deceased; and it further appearing that pursuant to the filing of said affidavit the clerk of this court has caused publication to be made in The Quincy Daily Herald, a newspaper in this county, containing a notice of the pendency of this suit, the names of the parties thereto, title of the Court and the time and place of the return of summons in the case, which publication was made once in each week for four successive weeks, to-wit, commencing on the 18th day of April A. D. 1905, and ending on the 16th day of May A. D. 1905, and that more than forty days has intervened between the first publication aforesaid and the first day of this June 1905, term of this court; and that all things required by law to give the court

jurisdiction of said defendants has been done; and it further appearing that the defendant, The Quincy and Warsaw Railroad Company has duly filed its appearance in the said cause, to-wit, on the 18th day of April 1905, waiving service of process and consenting to a decree in accordance with the prayer of said bill, and the court having jurisdiction of all of the parties to said cause and the subject matter thereof, it is ordered that said defendants and each of them be, and they are hereby required, to plead, answer, or demur to the said bill of complaint, and no plea, answer or demurrer or other matter of defense being interposed herein by said defendants, and they being now here three times solemnly called in open court come not, nor does any person for them, but herein they make default, which is on motion ordered to be taken and the same is hereby entered of record. And it is ordered that the said bill of complaint be and the same is hereby taken as confessed by and against the said defendants and all of them.

Now in consideration of the foregoing and of the proof taken in said cause, the court finds that all the material allegations in said bill of complaint contained are true; that the equities of this cause are with the complainants. It is therefore ordered, adjudged and decreed that C. I. Sturgis be, and he is hereby appointed trustee in the place and stead of said John B. Alley, deceased, and that T. S. Howland be and he is hereby appointed trustee in the place and stead of William Claflin, deceased, to execute the trust described in said bill of complaint. It is further ordered, adjudged and decreed that the said C. I. Sturgis and T. S. Howland now appearing and accepting said trust that they and each of them shall be and they are hereby vested with the legal title to said property, and all the right, title, interest, estate and power requisite to enable them to carry out the purposes of the trust described in the said bill of complaint without any further assurance or conveyance to them of the same, and this cause stricken from the docket.

A. AKERS,
Judge.

STATE OF ILLINOIS, } ss.
ADAMS COUNTY. }

I, Sanford C. Pitney, Clerk of the Circuit Court of said County of Adams, in the State of Illinois, Do Hereby Certify, That the annexed and foregoing pages, numbered from one to three inclusive, contain a true and correct copy of the final decree entered of record in said Circuit Court on the 23d day of June, A. D. 1905, that being one of the days of the June Term A. D. 1905, of said Court, in a certain cause then depending in said Circuit Court, which said cause is numbered 1809 on the Chancery Docket of said Court, and in which Henry Parkman, George H. Richards and A. G. Stanwood, Trustees, were Complainants, and The Quincy and Warsaw Railroad Company and the unknown heirs and devisees of John B. Alley and William Claflin, deceased, were Defendants, the records and files of which cause remain and are now in my office.

In Witness Whereof, I have hereunto set my hand at my office in Quincy Illinois, and affixed the seal of said Circuit Court this 29th day of June, A. D. 1905.

[SEAL]

SANFORD C. PITNEY,
Clerk.
By THOMAS R. PETRI,
Deputy.

Recorded in Hancock County, Illinois, July 6, 1905, Book 4, Page 25.

RELEASE, March 1, 1906, C. I. Sturgis, et al., Trustees, to The Quincy and Warsaw Railroad Company.

Know All Men by These Presents: That we, C. I. Sturgis and T. S. Howland, both of Chicago, Illinois, duly appointed and qualified as successors in trust in the places and steads respectively of John B. Alley and William Claflin, deceased, trustees, in accordance with the terms and conditions of the trust deed hereinafter referred to, for and in consideration of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant, bargain, remise, convey, release and quit-claim unto The Quincy & Warsaw Railroad Company, a corporation organized and existing under the laws of the State of Illinois, all the right, title, interest, claim or demand whatsoever, of every nature and description, which we may have acquired into or by a certain Trust Deed, bearing date the first day of July, A. D. 1870, and recorded as follows:—In Recorder's Office of Hancock County, Illinois, May 24, 1870, in Book 20 of Bonds and Mortgages, at pages 260 to 263 inclusive; in the Recorder's Office of Adams County, Illinois, May 10, 1870, in Book "C" of Mortgages, at pages 136, etc., to the premises therein described, to-wit:

All the right, title and interest which the said Quincy & Warsaw Railroad Company now has or shall hereafter own, have or acquire in and to all the estate, real, and personal, franchises and rights of whatsoever kind, of or appertaining or to appertain, unto said Company and the railroad of said Company built or hereafter to be built, from the Mississippi River at the City of Quincy in the State of Illinois to the Town of Carthage in said State, and extending northerly from said Carthage,—together with all appendages, appurtenances, rolling stock and valuable things, of whatever nature, of and appertaining to and hereafter acquired, being of and appertaining to the said line of railroad and the use and enjoyment thereof, forever,—excepting only the subscriptions and the proceeds thereof, made and to be made, private and municipal, to the capital stock of said Company, party of the first part, also all other property of every nature and description conveyed in and by said trust deed.

In Witness Whereof, we have hereunto set our hands and seals this 1st day of March, 1906.

C. I. STURGIS, [SEAL]
T. S. HOWLAND, [SEAL]
Successors in Trust.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, J. H. Pettibone, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that C. I. Sturgis and T. S. Howland, successors in trust, personally known to me to be the same persons who executed the foregoing instrument as successors in trust, appeared before me this day in person and acknowledged that they executed said instrument as successors in trust, as their free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal this 2nd day of March, 1906.

[SEAL]

J. H. PETTIBONE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HANCOCK	March 16, 1906	G	409
ADAMS	March 22, 1906	185	189

THE QUINCY, ALTON AND ST. LOUIS RAILWAY COMPANY

This company was incorporated by Special Act of the Illinois Legislature in force March 8, 1867, to build from Quincy to Alton thence to a point opposite St. Louis and unite with any other railroad.

By an Amendment approved March 29, 1869, in force June 19, 1869, this company was authorized to construct and operate a branch from any point on its line to and connecting with any railroad built or to be built extending eastwardly.

It was organized at Quincy September 10, 1869. There was constructed a main line from Quincy to a connection with the Chicago & Alton Railroad at Pike, forty three and one hundredths miles, and a branch line from the above connection, at Fall Creek westerly to a connection with the Wabash Railroad at East Hannibal of four and seven tenths miles, a total of forty seven and seventy one hundredths miles. The main line was completed December 10, 1871, and the branch line August 10, 1873.

This road was originally promoted by citizens of Quincy, who subscribed stock and secured a large subscription of Adams County and other communities in aid bonds. In 1870, W. S. Woods of Carlisle, Pennsylvania, made a contract to build the road with the financial aid of John B. Alley of Boston. Woods undertook to run it for the next three years but becoming deeper and deeper in debt applied to the C. B. & Q. for assistance.

Of date December 3, 1875, a contract was made between the C. B. & Q. and Woods and Alley whereby the then existing mortgage was cancelled, and a new twenty year mortgage for $840,000 to the Farmers Loan & Trust Co. was executed, and the C. B. & Q. agreed to take a Lease of the road in perpetuity of date February 1, 1876, and pay a yearly rental of $42,000.

The C. B. & Q. has retired all of the bonds issued under said mortgage and of date June 1, 1899, the Quincy, Alton & St.

Louis conveyed all its property to the Chicago, Burlington & Quincy Railroad Company by deed in fee simple. The Wabash Railway has joint use of line between Quincy and Fall River.

ACT OF LEGISLATURE

Approved March 8, 1867

AN ACT to incorporate the Quincy, Alton and St. Louis Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That Almon Wheat, Benjamin F. Berrian, Perry Alexander, Eli Leehon, Morris Kelly, John J. S. Wilson, James W. Singleton, Edward D. L. Sweet, Charles A. Savage, Ozias C. Skinner, Maitland Boon, Edward Wills, A. J. F. Prevost, Edgar R. Morris, Chauncey L. Higbee, Ozias M. Hatch, Alexander Starne, Benjamin D. Brown, George Wike, and their associates, successors and assigns, be and they are hereby created a body politic and corporate, by the name of "The Quincy, Alton and St. Louis Railway Company," and said company shall have perpetual existence, and may make, have and use a common seal, and alter the same at pleasure; and by that name they are hereby made capable, in law, of suing and being sued, pleading and being impleaded, defending and being defended in any court of law or equity in this State; and shall be and are hereby vested with all the powers and privileges which are or may be necessary to carry into effect the purposes of this act, hereinafter set forth; and the said company are hereby authorized and empowered to locate, construct and finally complete a railroad from the city of Quincy, in the State of Illinois, to the city of Alton, in the said State, by way of the township of Payson, and from thence to a point opposite the city of St. Louis, and within the State of Illinois; and for that purpose said company are authorized, upon the most eligible and practicable route to lay out their said railroad, wide enough for a single or double track through the whole length, and may enter upon and take a strip of land not exceeding one hundred feet in width; and for the purposes of cuttings, embankments, stone, gravel and depots, may take as much more land as may be necessary for the proper construction and security, as well as the use of said railroad: *Provided*, that said road shall not be located more than one half mile west of the bluff in the Mississippi river, in Adams county, Illinois, nor shall the same be located upon the Mississippi river bottom, in Adams county, or Pike county, Illinois, further than to a point one mile south of Mill creek in said Adams county.

§ 2. The capital stock of said company shall be one million dollars, and may be increased by said corporation to such amount as may be deemed necessary to the completion of said railroad and bridges over which said road may pass; said capital stock to be divided into shares of one hundred dollars each.

§ 3. The immediate government and direction of said corporation shall be vested in a board of directors, of not less than nine nor more than thirteen members, who shall be chosen by the stockholders of said corporation in the manner hereinafter provided, who shall hold their office for one year after their election, and until others are duly qualified as such. And the said directors, a majority of whom shall form a quorum for the transaction of business, shall elect one of their number president of said corporation. They shall also elect a secretary and treasurer, and may choose such other officers or agents as they may think proper.

§ 4. All lands and real estate entered upon and taken possession of and used by said corporation, for the purposes of the accomodation of said railroad, or upon the site upon which said railroad shall have been located and determined by said corporation, shall be paid for by said company in damages, if any are sustained by the owner or owners thereof by the use of the same for the purposes of said railroad; and all lands entered upon and taken for the use of said corporation, either corporate or private, which are not donated to said company, shall be paid for by said corporation at such price as may be mutually agreed upon by the corporation and the owner or owners of said lands; and in case of disagreement between the corporation and the owner or owners of such land, the price shall be estimated, fixed and recovered in manner provided for under the act entitled "An act to provide for a general system of railroad incorporations," approved November 5, 1849, and any act or acts passed amendatory thereof or supplemental thereto. And said corporation shall have and possess all the powers, privileges and immunities provided in and by said general railroad act or acts amendatory thereof, or supplemental thereto.

§ 5. The time of holding the annual meetings of said corporation for the election of directors shall be fixed by the by-laws of said company; and at all meetings, each stockholder shall be entitled to vote in person, or by proxy, one vote for each share of the stock he or she may hold in said corporation.

§ 6. The persons named in the first section of this act are hereby appointed directors of said corporation, and shall hold their office until others are duly chosen and qualified; and said persons heretofore named are hereby appointed commissioners, who, or a majority of them, are hereby authorized to open subscription books for said capital stock, at such places and times as they may deem proper; and said books shall be kept open until at least one hundred thousand dollars shall have been subscribed. The directors appointed by this act, or a majority of them, shall constitute a quorum for the transaction of business, and shall elect one of their number president of said company, and may elect such other officers and agents as they may deem necessary. In case a vacancy shall happen in said board of directors, it may be filled by the remaining directors, or as the by-laws may prescribe.

§ 7. When the lands of any *femme covert*, person under age, *non compos mentis*, or any non-resident of the State, shall be taken in the construction of said railroad, as is provided for by this act, the said corporation

shall pay the amount that shall be awarded as due to said owner or owners, respectively, whenever the same may be lawfully demanded, together with six per cent. per annum, or may deposit the amount with the county treasurer of the county in which said land lies.

§ 8. It shall be lawful for the company created by this act, to build and maintain a bridge over the Illinois river, at such place as said company may select for crossing the same, for the crossing of their trains, and to take, as hereinbefore provided, such land as may be necessary for the approaches to the same: *Provided*, that such bridge shall not be constructed so as to materially impede the navigation of said river.

§ 9. It shall be lawful for the counties and townships on the line of said road, and through which said road may pass, to subscribe to the capital stock of said company: *Provided*, that no subscription shall be made until the question shall have been submitted to the legal voters of the county or township in which the subscription is proposed to be made; and the clerk of each of said towns is hereby required, upon the presentation to him of a petition, signed by at least ten citizens who are legal voters of the town for which he is clerk, in which petition the amount proposed to be subscribed shall be stated, to post up notices, in at least three public places in said town, (which notices shall be posted at least ten days before the day of holding such election), notifying the legal voters of said town to meet at the usual place of voting for the purpose of voting for or against such subscription.

§ 10. If it shall appear that a majority of all the voters have voted for subscription, it shall be the duty of the supervisor of each of said towns that shall vote for such subscription to subscribe to the capital stock of said railroad company in the name of the town for which he is supervisor, the amount so voted to be subscribed, and to receive from said company the proper certificates therefor. He shall also execute to said company, in the name of said town, bonds bearing interest not to exceed ten per cent. per annum, which bonds shall run for a term of not more than twenty years, and the interest on the same shall be made payable annually; and which bonds shall be attested by the clerk of the town in whose name the bonds are issued; and it shall be his duty to make a record of the issuing of such bonds. Said bonds to be delivered to the president of said company for the use of the same.

§ 11. It shall be the duty of the clerk of each of said towns in which a vote is given for subscription, within ten days thereafter, to transmit to the county clerk of said county in which said township is located, a statement of the vote given and the amount voted to be subscribed, and the rate of interest named in the bonds.

§12. It shall be the duty of the county clerk, annually thereafter, to compute and assess upon all the taxable property returned by the assessor of said towns which have voted to subscribe a sufficient sum to pay the interest on all bonds issued by the respective towns; which tax shall be extended upon the collector's books as other taxes are, and shall be collected in the same manner that other taxes are collected;

and when collected shall be paid into the county treasury as county taxes are paid.

§ 13. It shall be the duty of the treasurer of said county to pay out, on the presentation to him of the bonds issued by any town as aforesaid, the amount due upon each of said bonds as interest, out of any money in his hands for that purpose, and endorse the payment upon said bonds, or take such vouchers as he may prescribe. He shall keep, also, an account with each town of all money received by him, and paid out on account of said towns; which assount shall be at all times open to the inspection of all persons wishing to examine the same.

§ 14. The board of supervisors of the counties through which this road shall pass shall be authorized to subscribe one hundred thousand dollars each, to the capital stock of the company, and shall have the authority to cause the issue of the bonds of said counties through which said railroad may pass, to said railroad company, to the amount so subscribed; said bonds bearing interest at a rate not exceeding ten per cent. per annum: *Provided,* that before said subscription be so made, a vote of the legal voters of said county or counties be had through which said railroad is to be constructed, and it shall appear that a majority of all the votes cast shall be in favor of such subscription.

§ 15. It shall be lawful for the company created by this act to unite with any other railroad company which may have been or hereafter shall be incorporated by this State, upon such terms and conditions as the stockholders representing a majority of the stock of each corporation may mutually agree.

§ 16. For the purpose of facilitating the construction of the railroad authorized by this act, said corporation is empowered to borrow money, and pledge its property, both real and personal, and its rights, credits and franchises, to secure the payment thereof.

§ 17. This act shall take effect and be in force from and after its passage.

Approved March 8, 1867.

Private Laws Illinois 1867, Vol. 2, Page 644.

ACT OF LEGISLATURE

Approved March 29, 1869 in force June 19, 1869.

An ACT to amend the charter of the Quincy, Alton and St. Louis Railway Company.

Section 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the corporation named in the title hereof be and the same is empowered to construct and operate a branch railroad from any point on the route of the same to and connecting with any railroad built or to be built, extending eastwardly toward the east line of this State.

§ 2. This act and the act to which this is an amendment shall be a public act.

APPROVED March 29, 1869.

Private Laws Illinois 1869, Vol. 3, Page 341.

AGREEMENT, December 3, 1875, The Quincy, Alton & St. Louis Railroad Company and Chicago, Burlington & Quincy Railroad Company, William S. Woods and John B. Alley.

* * * * * *

This Agreement, made and entered into this Third day of December, A. D. One Thousand, Eight Hundred and Seventy-five (1875) by and between the Quincy, Alton & St. Louis Railroad Co., of the first part—The Chicago, Burlington & Quincy Railroad Co. of the second part—William S. Woods of the third part and John B. Alley of the fourth part.

Witnesseth: That the party of the first part, owns and is possessed of a Railway, extending from Quincy, Illinois, to a point opposite Louisiana, in the State of Missouri, including its branch, running from its main line to Hannibal, together with the franchises, property, rights and privileges, connected therewith. That its authorized Capital is One Million of dollars, of which only about Nine Hundred Thousand dollars in shares has been issued. That said Road is subject to a mortgage, purporting to secure Two Million, Five Hundred Thousand dollars, the interest on which, at the rate of seven per cent per annum in gold, is payable semi-annually, under which mortgage however, only one million of dollars in bonds have ever been issued, and which are now outstanding. That there also exists a floating debt, claims and liens, other than said mortgage lien, against said party of the first part, or its said Railway and property. That the above recitals constitute the basis and condition, on which this contract is made by the party of the second part.

That thereupon, it has been agreed between the parties of the first and second parts hereto, that ultimately after the performance of certain acts by the said party of the first part, or their causing the same to be performed as hereinafter stated, the said Railway, its branch, franchise, and all its property and rights shall be by it, demised and leased to the party of the second part in perpetuity, upon the terms, conditions, and in the manner hereinafter set forth. Which acts and the terms of said lease are to be, as follows;

First. Said party of the first part, shall, on or before the first day of February next pay and discharge all its debts, floating or otherwise, except that secured by said existing mortgage, and all liens or encumbrances upon its road or property, except the mortgage aforesaid, to the satisfaction of the party of the second part.

Second. That on or before the first day of August next, it will take up, pay and discharge all the bonds now outstanding, secured by the mortgage aforesaid, and will cause said mortgage to be duly discharged of record, and farther, that it will, in proper form, create and execute a new mortgage of the same premises, to secure its bonds to be issued, for a sum, not exceeding

Eight Hundred and Forty Thousand dollars ($840,000) payable in twenty years, with interest at the rate of five per cent per annum, payable semi-annually, with principal and interest payable in the lawful money of the United States. Said Mortgage and Bonds to be in a form, acceptable to the party of the second part.

Third. That when all the foregoing acts shall be done and performed to the satisfaction of the party of the second part, a Lease, in perpetuity, of all said premises, shall be duly executed and delivered to the party of the second part. The rent payable under which lease, shall be as follows:

Out of the first fifteen hundred dollars ($1500) per mile of gross earnings per annum, on the Road of the first party, the said first party shall receive seven hundred dollars ($700).

And out of the next Three thousand dollars ($3,000) per mile of gross earnings per annum on its said road, or any part of that amount, it shall receive One thousand dollars ($1,000) or in that ratio.

And out of the gross earnings over Forty-five hundred dollars ($4500) per mile per year, it shall receive twenty per cent thereof.

And, it is further agreed, that said Lease shall provide, that the party of the second part, shall have the option at any time within five years from the first day of October 1875, to substitute for the rent, reserved by said Lease, a fixed yearly rental of Forty-two thousand dollars ($42,000) said rent, in either case, to be paid semi-annually.

And further, that said party of the second part, shall pay all taxes and other expenses of keeping the Road in repair, operating the same, and maintaining, preserving and protecting the property, and shall operate the Road, and furnish such, and such an amount of rolling stock for that purpose, as shall reasonably accommodate the traffic and travel, offered from time to time for transportation.

And further, that until the exercise of such option, if at all, and so long as the rent shall be payable, and paid by it as aforesaid, it will send all business which it controls over the demised Road, to and from points, between which said demised Road is a link in the shortest line. And that as against any Road, between Quincy and Hannibal, west of the Mississippi River, it will send business within its control, over said demised Road.

It is understood however, that in case said second party should desire at any time and send any of its business between Quincy and Hannibal, by a Road on the west side of the Mississippi River, it may do so, but, in that case, it will pay to the party of the first part, such a sum of money, as it, the said first party, would have received on such business under the terms of said lease, had such business been sent over the demised Road.

And, since it is desirable, to the parties of the first and second part, that before the completion of the whole of said acts to be done, or caused to be done, by the party of the first part, the possession and management of said Road, shall pass into the hands of the party of the second part, to be used and employed by it, paying therefor, while thus in its hands, rent, at the same rate, as is to be paid by it, under said lease, when executed.

It is further agreed, by and between said parties, that, contemporaneously with the execution and delivery of this Instrument, there shall be transferred

to the party of the second part, shares of said Railway, of the value at par of six hundred thousand dollars ($600,000) to be held and disposed of, as hereinafter described, and that said party of the first part, will immediately thereafter, with the aid of the shares, thus transferred to the party of the second part, cause, by proper vote, and action of its Board of Directors and Stockholders at meetings, duly called and held, its President and Secretary to be authorized to make, execute and deliver, a lease, in the form, manner and time herein contemplated: And that immediately after said Lease, shall have been thus duly authorized, it will at the request of the second party, with the aid of the shares aforesaid, procure the resignations, of such of its Directors as may be necessary, to be placed in the hands of its Board, and to be accepted by it: And will thereupon, elect such other persons as Directors, as said second party may designate, so as to give to said second party a majority of Directors, and the control of said Board. And that thereafterwards, the said party of the second part shall and will, if and when all the floating debts of the party of the first part, have been paid by it, and also all liens and encumbrances, upon the said Road, of its property, other than the subsisting mortgage, at once enter into, and take possession of said Road, and manage and use the same, upon the terms aforesaid, until the said contemplated Lease shall be executed as aforesaid, or until this contract, shall, from any cause, be terminated or fail to be carried out. And thereupon, said party of the second part, will farther, purchase of the party of the first part, its cars and engines now upon the Road, including its tools and machinery in the shops at Quincy—the same to be free from all liens and encumbrances, at a fair valuation, to be agreed upon, by and between the Presidents of the first and second parties, if may be, and on their failure to agree, such Presidents to select a third disinterested party, whose determination shall be conclusive and binding, upon the respective parties hereto. And there upon, as soon as such value shall be determined, and if and when, said party of the first part, shall have caused all the floating debt, and all the liens and encumbrances, except the mortgage aforesaid, to have been discharged, leaving only the amount to be paid, for said cars, engines, tools and machinery necessary to complete the payment of such floating debt and the discharge of said liens and encumbrances, upon the delivery of said rolling stock, tools and machinery, apply and pay the amount, at which the same shall have been valued as aforesaid, towards the completion of the discharge and payment of such floating debt, liens and encumbrances.

It is hereby further agreed, by and between the parties of the first and third part, that said party of the first part, will, within the periods, and in the manner hereinbefore provided, do and perform all the acts aforesaid, which are to precede the delivery and acceptance of said Lease.

And said party of the third part, further agrees, that he will, on or before the first day of June next, cause to be transferred and delivered, to the party of the second part, all other, the outstanding shares of the Capital Stock of the party of the first part, beyond and beside the six thousand shares, so to be placed in its hands as aforesaid, so far as he can control the same, and at all events, such part thereof, as shall not leave in the hands of

other parties, exceeding eight hundred shares. And further, that all said shares, including said six thousand shares, shall, on the execution and delivery of said Lease, be held by the said party of the second part for its own use, except as hereinafter provided.

And it is further agreed, by and between the parties of the first and second part, that until the execution and delivery of said Lease, no new bonds liens or mortgages, upon said road or property, shall be made or created, except the new mortgage for Eight Hundred and Forty Thousand Dollars ($840,000) hereinbefore referred to.

And further, that said party of the second part, should it have a control of the Board of Directors, as aforesaid, or by means of its control of the shares of said Company, will cause all acts to be done, by said Directors, or said corporation, necessary to enable the party of the first part, to perform the acts which are to precede the execution and delivery of said Lease.

And said party of the second part agrees to and with all the other parties hereto, that it will, if said lease shall be duly executed and delivered as aforesaid, apply the rent, payable thereunder, to the taking up and extinguishing of the interest, payable upon new five per cent bonds to be issued as aforesaid, and unless and until it shall elect to pay said rent of Forty-two thousand dollars ($42,000) per annum, it will pay and apply any surplus of said rent, after payment of the interest on said mortgage bonds, to the use of the shareholders.

And further, that it will not, if said Lease shall be executed and delivered, agree to any cancellation or change thereof, unless for non performance of its conditions, without the consent of the holders of said new mortgage five per cent bonds, to be issued as aforesaid.

This Indenture further witnesseth: That the party of the third part is indebted to a large amount to the party of the fourth part with interest thereon, and that he holds as security therefor, Seven Hundred Thousand dollars ($700,000) in amount, of the existing first mortgage bonds, with all the unpaid coupons thereto belonging, together with Three Thousand Two Hundred shares of stock, and also, a judgment note of Twenty-five Thousand dollars ($25,000) and interest in favor of said fourth party, and against said third party, and entered in the Cumberland County, Penn. Circuit Court.

A claim for Ten Thousand dollars ($10,000) and interest, made by said third party to said fourth party, and secured by a deed of the farm called the "Lee Farm" in Cumberland County, Penna.

Twenty-nine Thousand of Bonds of the City of Louisiana, Missouri, and coupons thereon, due January 1st, 1876, and a note of said first party for about Ninety-eight Thousand, Three hundred and Four dollars ($98,304). And thereupon, said party of the fourth part has agreed, and does hereby agree with the party of the second part, that for the purpose of aiding the performance by the party of the first and third part, of this, its contract, he will, upon the execution and delivery of said Lease, place all his said bonds, and securities in the hands of John N. Denison, in trust nevertheless for the following purposes, first

For the payment, on or before the first day of August next to the party of the fourth part, the sum of ($450,000) Four Hundred and Fifty Thousand

Dollars, with six per cent interest thereon from October 1st, 1875 (which payment, the third party hereby agrees to make or cause to be made, and second as security to the second party, for the performance of the provisions of this agreement on the part of the first and third parties as herein above provided.

And said party of the fourth part, further agrees, that in order that sale and delivery may be made of the rolling stock, tools and machinery hereinbefore mentioned, by said first party, to said second part, he will and does hereby release any and all liens or claims he may have upon the same or any part thereof individually, (except to the amount of 4000 dollars) or as holder of Seven Hundred Thousand dollars ($700,000) or any other amount of the Bonds of said first party hereinbefore mentioned.

And it is further agreed, that said Trustee may, upon the execution and delivery of the Lease aforesaid, and after the creation of the new mortgage aforesaid, and the discharge of the old one exchange the bonds so placed in his hands in trust, for a like amount of Bonds to be issued under said new mortgage.

And it is further agreed, between the parties that in case, said party of the third part, shall fail to pay the said sum of Four Hundred and Fifty Thousand dollars ($450,000.) with interest at the time aforesaid, then and thereupon, the said Trustee shall, after the expiration of thirty days, sell and dispose of all such securities, by public auction in the City of Boston, giving twenty days notice of such sale, by publication thereof, once a week, for two weeks successively, in either of the daily newspapers, published in the City of Boston, and apply the proceeds thereof, after deducting all expenses, and his own reasonable compensation, first, to the payment of the Four Hundred and Fifty Thousand dollars ($450,000) of the debt and interest from October 1st 1875, so due to the party of the fourth part, and the residue thereof, if any, pay over to the party of the second part, to be held by it, as security for the performance by the parties of the first and third parts, of their respective agreements herein contained.

Provided however, that upon such failure of said party of the third part, to pay as aforesaid, his said debt, the party of the second part, if it so elect, may pay to said Trustee, said debt and interest, and thereupon, said Trustee and said fourth party, shall assign, transfer and set over to said party of the second part, all said securities, together with the evidences of debt, as above described, held by said party of the fourth part, and the same shall all be held by the party of the second part, to secure the sum thus paid by it, with interest, at the rate of seven per cent per annum, with full authority, after demand and ten days notice to said party of the third part, to sell and dispose of the same in manner as aforesaid, and apply the proceeds to their reimbursement with interest as aforesaid, and to hold the balance, if any, as security, for the performance, by the parties of the first and third parts, of the agreements herein contained.

If by reason of the non-performance by the parties of the first or third parts of the preliminary conditions, upon the party of the 2nd part has agreed to take a lease, and thus, this contract be terminated, the 6,000

shares of stock, placed in the hands of the second party, shall be returned to the party equitably entitled to the same.

In Witness Whereof, the first and second parties hereto have caused these presents to be signed by their respective Presidents and their Corporate Seals to be hereto attached and attested by their respective Secretaries. And the said third and fourth parties have hereunto set their hands and seals all on the day and year first above written.

[SEAL] W. S. WOODS,
President of Quincy Alton & St. Louis R. R. Co.

Attest:
PERCEVAL LOWELL,
Secretary.

J. M. WALKER,
President of Chicago, Burlington & Quincy R. R. Co.

Attest:
A. T. HALL,
Secretary.

W. S. WOODS, [SEAL]
JOHN B. ALLEY. [SEAL]

LEASE, February 1, 1876, The The Quincy, Alton and St. Louis Railway Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, made this first day of February, A. D. 1876, by and between the QUINCY, ALTON AND ST. LOUIS RAILWAY COMPANY, party of the first part, and the CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, party of the second part, both corporations organized under the laws of the State of Illinois.

Whereas, said first party was and is authorized by its charter, among other things, to construct and operate a railroad from Quincy, Illinois, to a point on the Mississippi River in Illinois opposite Louisiana, Missouri, about forty-one miles, and also a branch of its said road from the main line to a point on the east bank of the Mississippi River in Illinois opposite Hannibal, Missouri, about five miles in length, both which said sections of road are completed and now in operation.

And to provide for the payment of the cost of construction of the same, has executed its bonds in sums of one thousand dollars each, dated February 1st, A. D. 1876, amounting in the aggregate to eight hundred and forty thousand dollars ($840,000), payable twenty years from the date thereof, with interest thereon at the rate of five per cent per annum, payable semi-annually, with principal and interest payable in the lawful money of the United States, at the Farmers' Loan and Trust Company in the city of New York, and has secured the payment thereof by a mortgage of even date therewith to the said Farmers' Loan and Trust Company of its said road now completed and in operation as aforesaid, together with its right of way, road-bed, superstructure, grounds, buildings, and all other property connected therewith, together with the rights, privileges, and franchises belonging thereto, and the revenues to

be derived therefrom, which said trust mortgage has been duly recorded in the counties through which said completed railroad runs.

And Whereas, the proceeds of said bonds and the other means of said company have been sufficient only to pay the cost of construction of said railroad and superstructure, and when paid for, said first party will have exhausted its resources, and be without means to acquire the equipment and to maintain and operate said road, and in order that the same may be equipped, maintained, and operated in such manner as the public convenience requires, and means provided for the payment of the annually accruing interest on said bonds, it has become necessary to make the provisions herein contained.

Now Therefore, This Indenture Witnesseth; That the said first party, in consideration of the covenants and agreements herein contained, to be kept and performed by said second party, has granted, demised, and leased, and by these presents doth grant, demise, and lease, unto said party of the second part, its successors and assigns, all the following-described premises and property of said Quincy, Alton and St. Louis Railway Company, that is to say:—

Its said railroad now constructed, extending from Quincy, Illinois, to a point on the east bank of the Mississippi River opposite Louisiana, Missouri, including its branch extending from its main line to a point on the Mississippi River opposite Hannibal, Missouri, in all about forty-six miles in length. And also including the right of way therefor, road-bed, superstructure, and all lands and depot grounds, station houses, depots, tools, materials, and all other property, real or personal, appertaining to said road and to the use thereof, now owned or possessed by said first party, together with the rents, revenues, and income to be had, levied, or derived therefrom, and all rights, privileges, and franchises of said first party of, in, to, or concerning the same and every part thereof.

To Have and to Hold the above-described railroad, premises and property, with the appurtenances, rights, privileges, and franchises appertaining thereto, and the complete and exclusive possession thereof, unto the said party of the second part, its successors and assigns, from the day of the date hereof in perpetuity. Said party of the second part, in consideration of the premises, does hereby covenant with said party of the first part, its successors and assigns, to take immediate and exclusive possession of said demised road and property, and at its own expense place thereon such and such an amount of rolling stock as may be reasonably required for the transaction of the business of said railroad, and at all times to keep the same equipped in such manner as the public convenience may require, to maintain said demised road in good condition, and operate the same in such manner as shall reasonably accommodate the traffic and travel offered from time to time for transportation.

And that it will at all times save said first party and its successors harmless from all damages and liabilities that may be incurred or occasioned by said second party in the maintenance and operation of said demised road.

And also that it will pay or cause to be paid all taxes and assessments

that may be lawfully levied or charged on said demised premises, or any part thereof, and all other expenses necessary to the preservation of the property during the continuance of this lease.

Said second party further agrees that it will pay to or for said first party, its successors and assigns, rent for the above demised premises at the times and in the manner as follows, that is to say:—

A fixed annual rental of forty-two thousand dollars ($42,000), said rent to be all paid by said second party, its successors and assigns, semi-annually, by taking up and cancelling the semi-annually maturing interest warrants attached to the eight hundred and forty (840) five per cent bonds above mentioned, upon their presentation at its office in Boston, and this instrument shall be deemed a covenant with the bondholders severally so to apply the same.

Said second party further agrees that it will not consent to the cancellation of this lease, or any change in the terms thereof, without having first obtained the consent of the holders of said five per cent bonds above mentioned.

Said second party further agrees that if at the maturity of said bonds the time for the payment of the principal thereof be extended, or other bonds substituted instead thereof, it will continue to pay the rent reserved in said lease by applying the same semi-annually, as herein provided, to the payment, taking up, and cancelling the coupons upon any new issue of bonds that may be substituted, at a rate of interest not exceeding five per cent per annum, payable semi-annually.

And the said first party agrees for itself, its successors and assigns, that it will not, without first having obtained the consent in writing of the second party thereto, create or authorize to be created by mortgage, trust deed, or otherwise, any lien or encumbrance upon the said demised property, or any part thereof, during the continuance of this lease.

And it is mutually agreed that in case the party of the second part shall be deprived of the possession of the premises by legal proceeding, under the mortgage or otherwise, this lease shall thereupon be in all parts terminated.

In Witness Whereof, the parties hereunto have caused these presents to be subscribed by their respective presidents, and their corporate seals to be hereto affixed and attested by their secretaries, as of the day and year first above written.

W. S. Woods,
President, Quincy, Alton and St. Louis Railway Company.

[Seal]

Attest: Percival Lowell, *Secretary.*

Robert Harris,
President, Chicago, Burlington and Quincy Railroad Company.

[Seal]

Attest: A. T. Hall, *Secretary.*

DEED, June 1, 1899, The Quincy, Alton and St. Louis Railway Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Quincy, Alton and St. Louis Railway Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Quincy, in Adams County, extending thence south-easterly to East Louisiana, a distance of about forty-one and sixty-nine hundredths (41.69) miles; with a branch from Fall Creek to East Hannibal, a distance of about four and sixty-seven hundreths (4.67) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same

to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purpose aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE QUINCY, ALTON AND ST. LOUIS RAILWAY COMPANY,
[SEAL] By C. I. STURGIS, *President.*
Attest:
H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[SEAL] By C. E. PERKINS,
President.
Attest:
T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of The Quincy, Alton and St. Louis Railway Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Quincy, Alton and St. Louis Railway Company; that he knows the corporate seal of said Company; that the seal affixed

to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE
Notary Public for said County and State.

STATE OF IOWA
COUNTY OF DES MOINES } ss.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

[SEAL] W. F. MCFARLAND
Notary Public for said County and State.

Recorded in Illinois;
Adams County, June 23, 1899 Book 161, Page 548.
Pike County, June 23, 1899, Book 139, Page 35.

TRUST MORTGAGE, February 1, 1876, The Quincy, Alton and St. Louis Railway Company to The Farmers Loan and Trust Company, Trustees.

* * * * * *

This mortgage covers the Quincy, Alton and St. Louis Railway (subject to prior mortgage), and secures an issue of bonds amounting to $840,000. These bonds are dated Feb. 1, 1876, have twenty years to run, bear interest

at the rate of five per cent, payable semi-annually, and mature Feb. 1, 1896.

This Indenture, made this first (1st) day of February, in the year of our Lord one thousand eight hundred and seventy-six (1876), between the Quincy, Alton and St. Louis Railway Company, a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and the Farmers' Loan and Trust Company of the City of New York, in the State of New York, a corporation duly organized under and in accordance with the laws of the said State of New York, trustee herein and party of the second part, witnesseth:—

That whereas, the said the Quincy, Alton and St. Louis Railway Company, pursuant to the terms of the statutes and acts of the Legislature of the said State of Illinois creating it, and of the organization of said company under and in accordance therewith, built and constructed a railway, and is possessed of said railway, extending from Quincy, Illinois, to a point on the east bank of the Mississippi River, opposite the City of Louisiana, in the State of Missouri, a distance of about forty-one (41) miles, including its branch running from its main line to the railroad bridge across the Mississippi River at the City of Hannibal, in the State of Missouri, a distance of about four and one half (4½) miles, together with its side tracks, franchises, property, rights, and privileges connected therewith.

And whereas, said road is subject to a mortgage purporting to secure two million five hundred thousand dollars, the interest on which at the rate of seven per cent per annum in gold is payable semi-annually,—under which mortgage, however, only one million of dollars in bonds have ever been issued, and are now outstanding, which bonds said railway company has determined to take up and cancel.

And whereas, the said the Quincy, Alton and St. Louis Railway Company is desirous of borrowing money to an amount not exceeding eight hundred and forty thousand ($840,000) dollars; that being at the rate of about eighteen thousand five hundred ($18,500) dollars per mile on the length of the road and its branch, for the purpose of paying off and cancelling its now existing and outstanding bonded indebtedness, so as to place said road and its branch free of any debt, lien, or incumbrance, save the one hereby created; and has resolved to execute the bonds of said railway company therefor, to wit: eight hundred and forty (840) bonds, in sums of one thousand ($1,000) dollars each, bearing date on the first day of February, A. D. one thousand eight hundred and seventy-six (1876), having twenty (20) years to run to maturity, bearing interest at the rate of five (5) per cent per annum free of government tax, and payable semi-annually, on the first days of August and February in each year, at the office of the Farmers' Loan and Trust Company in the city of New York, where both principal and interest are made payable in the lawful money of the United States, or at such other place in said city as the said railway company may designate for that purpose: all of which said bonds are to bear the same date, and are to stand equally secured by this deed of trust, and are to be numbered consecutively from number one (1) to the highest number which may be issued, inclusive; each of which said bonds is to be authenticated by a certificate signed by the trustee named in this deed of trust.

Now, Therefore, This Indenture Witnesseth: That the said the Quincy, Alton and St. Louis Railway Company, in order to secure the payment of its said bonds last aforesaid, and the interest thereon, and in consideration of the sum of five (5) dollars to it in hand paid by the said party of the second part, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said party of the second part, its successors in said trust and assigns, all the following and all the above described property, to wit: all the present and in future to be acquired property of the said railway company in and relating to the said railway, and all the right, title, interest, and equity of redemption therein, that is to say: all the railway of said party of the first part now made and constructed, extending from Quincy to the east bank of the Mississippi River, opposite Louisiana, Missouri, including its branch from main line to Hannibal, Missouri, aforesaid, including the right of way therefor, road bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber, and materials, and property purchased or to be purchased for said railway, and all the engines, tenders, cars, and machinery, and all kinds of rolling stock now owned or to be hereafter purchased by said party of the first part, and for and to be used upon said railway; all the revenues and income of said railway, and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements, and personal property used therein, or along the line of said railway.

To have and to hold the said railway and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said party of the second part, its successors in said trust and assigns; but for the following purposes and upon the following express trust, that is to say:—

In case the said the Quincy, Alton and St. Louis Railway Company shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for sixty (60) days thereafter, then and in such case all of said bonds, both principal and interest, shall thereupon, at the option of the holders thereof, become due and payable; and at the request of the holders of one tenth of said bonds, the said party of the second part, its successors in said trust or assigns, may enter into and take possession of all and singular the railway premises and property hereby conveyed, and as the attorneys in fact or agents of said first party, by itself or its agents duly constituted, have, use, and employ the same, making, from time to time, all needful repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal and interest of all of such bonds remaining unpaid; or the said party of the second part, its successors in said trust or assigns, at their discretion may, and on the written request of the holders of

one tenth of said bonds then unpaid, shall cause the said premises, or so much thereof as shall be necessary to discharge the principal and interest of all of said bonds as may be unpaid, together with the expense of sale, to be sold at public auction at the city of Quincy, in the said State of Illinois, after giving thirty days' notice of the time and place and terms of such sale by publishing the same in one of the principal newspapers for the time being published in each of the cities of Quincy, New York, and Boston, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance, in fee simple, for the same, which shall be a bar against the said the Quincy, Alton and St. Louis Railway Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to the said premises or any part thereof. And the said trustee shall, after deducting from the proceeds of said sale the cost and expense thereof, and of managing the said property, and enough to indemnify and save it harmless from and against all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same may be then due and payable or otherwise, and shall restore the residue thereof to the said party of the first part, its successors and assigns: it being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption, or extension laws, by said party of the first part, its successors or assigns, nor any injunction or stay of proceedings be had, or any process be obtained or applied for by it or them to prevent such entry, sale, and conveyance as aforesaid.

It is also hereby agreed and understood that it shall be lawful for the said railway company, party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed as it or they shall elect, until default shall be made in the payment of the principal or interest of said bonds, or of some one or more of them.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said party of the second part, its successors in said trust and assigns, which counsel may advise, for the more fully conveying the said premises, and carrying into effect the object and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said party of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act.

And it is also hereby mutually agreed that the said party of the second part, its successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by it, when such agent shall have been employed with reasonable discretion, and that the said party of the second

part, and its successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed and understood that in case of the incapacity or resignation of the said trustee to act in the matter of said trust, all its right, estate, interest, power, and control in the premises shall be divested, cease, and determine, and the said railway company and the holders of a majority of the bonds hereby secured may mutually agree upon a new trustee to supply the said vacancy; or failing so to agree, the said party of the first part or its successors may, or in case of its failure to take proceedings therefor for thirty (30) days, the holders of a majority of said bonds last aforesaid may apply to any court in the said State of Illinois having jurisdiction of the premises to appoint a new trustee to supply said vacancy: and such new trustee, appointed in the manner aforesaid, shall become vested for the purposes aforesaid with all the rights and interests requisite to enable him to execute the purposes of this trust, without any further assurance or conveyance of the same. But should it be desirable or necessary, the said parties hereto shall all execute and deliver such releases and conveyances as counsel shall advise; it being further expressly understood that the trustee thus appointed shall be fully empowered to execute all the purposes of this trust.

It is also expressly understood and agreed no bond shall be deemed to be secured by or issued under this mortgage unless the same is countersigned by the trustee herein named, or its successors in said trust; and that the proceeds of the above-mentioned bonds of said first party, or so much thereof as may be necessary for that purpose, shall be applied to the payment of the present outstanding bonds of said railway company as aforesaid, and for no other purpose whatsoever.

And the said party of the second part hereby accepts the trust created by these presents.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective presidents, and their corporate seals to be hereto affixed and attested by their respective secretaries, all on the day and year first above written.

The Quincy Alton & St. Louis Railway Company,

[SEAL] *By* WM. S. WOODS,

Attest: *President.*

PERCEVAL LOWELL,

Secretary.

The Farmers Loan & Trust Co.,

[SEAL] *By* R. G. ROLSTON,

Attest: *Prest.*

GEO. P. FITCH,

Secr'ty.

STATE OF ILLINOIS, } ss.
COUNTY OF ADAMS. }

Be it remembered that on this 22nd day of February, A. D. 1876 before me, a Notary Public residing in the City of Quincy, County of Adams and

State of Illinois duly commissioned by the Governor of the State of Illinois, to take acknowledgements and proofs of deeds and other instruments in writing, under seal, to be used or recorded in said State of Illinois, personally came William S. Woods President of "The Quincy, Alton and St. Louis Railway Company," who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says: That he resides in Carlisle in the County of Cumberland and State of Pennsylvania; that he is President of "The Quincy, Alton and St. Louis Railway Company"; that he knows the Corporate Seal of said Company; that the seal affixed to the foregoing conveyance is the Corporate Seal of said Company; that it was affixed by order of said Company, and that he signed his name to said conveyance by like order, as President of said Company, and acknowledged that he executed and delivered the said deed as his free and voluntary act, for the uses and purposes therein set forth, and that the said Company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 22nd day of February A. D. 1876.

[SEAL]

J. W. EMERY,
Notary Public.

RECORDED IN ILLINOIS

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ADAMS	February 22, 1876	13	——
PIKE	March 3, 1876	24	——

RELEASE, October 5, 1896, Farmers' Loan and Trust Company to The Quincy, Alton and St. Louis Railway Company.

* * * * * *

This Indenture, made the fifth day of October in the year of our Lord one thousand eight hundred and ninety-six, between the Farmers' Loan and Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of New York, party of the first part, and The Quincy, Alton & St. Louis Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the second part,

Witnesseth: Whereas, the said party of the second part for the purpose of securing the payment of a series of bonds to an amount in the aggregate of eight hundred and forty thousand dollars, did make, execute and deliver to the said party of the first part a certain indenture of mortgage or deed of trust, dated the first day of February, Anno Domini one thousand eight hundred and seventy-six, and recorded in the Office of the Clerk and ex officio Recorder of Adams County, State of Illinois, in Volume 13 of Mortgages on February 22, 1876, and in the Office of the Clerk and ex officio Recorder of Pike County, Illinois, in Volume 24 of Mortgages, on March 3rd, 1876.

And Whereas, all the bonds issued under and entitled to the security of said mortgage have been paid and cancelled,

Now Therefore, the said party of the first part doth hereby certify that the said mortgage or deed of trust, and the bonds secured by the same, are satisfied, and doth hereby consent that the said mortgage or deed of trust be discharged of record.

And the said party of the first part in consideration of the sum of one dollar to it in hand paid by the said party of the second part, hath remised, released and quit claimed, and by these presents doth remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, all the property and premises, real and personal, of every sort and description in the said mortgage or deed of trust mentioned and described (reference being made to the said mortgage or deed of trust for fuller description), together with all the appurtenances thereof, and all the estate, right, title and interest, property, possession, claim and demand, as well at law as in equity of the said party of the first part, of, in, and to the said property and premises, and every part and parcel thereof, with the appurtenances, to have and to hold the same unto the said party of the second part, its successors and assigns forever, free and discharged from any lien, claim or interest whatsoever of the said party of the first part in the same, or in any part thereof under and by virtue of said mortgage or deed of trust.

In Witness Whereof, the said party of the first part hath caused its corporate seal to be hereunto affixed, and these presents to be signed by its President, and duly attested, the day and year first above written.

The Farmers' Loan and Trust Company,

[SEAL] *By* R. G. ROLSTON,

Attest: *President.*

E. S. MARSTON,

Secretary.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } SS.

I, William B. Cardozo, a notary public of the State of New York, duly appointed and residing in the City and County of New York, do hereby certify that on this day at said City of New York before me personally appeared Rosewell G. Rolston, personally known to me to be the individual who subscribed the foregoing instrument for and in behalf of The Farmers' Loan and Trust Company, who, being by me duly sworn, did depose and say that he resides at Babylon, Suffolk County, New York, and is the President of the Farmers' Loan and Trust Company, the corporation mentioned and described in the foregoing instrument; that he knew the corporate seal of said Company, and the seal affixed to the foregoing instrument is such corporate seal, and was affixed by authority of the Board of Directors of said Company; and that he signed his name to said instrument by like authority as President of said Corporation; and the said Rosewell G. Rolston acknowledged said instrument to be the act and deed of said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

And I further certify that the foregoing instrument is executed and acknowledged according to the laws of the State of New York.

In Witness Whereof, I have hereunto set my hand and official seal, in the City and County of New York aforesaid, this fifth day of October, one thousand eight hundred and ninety-six.

[SEAL]

W. B. CARDOZO,
Notary Public,
New York County.

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THE CHICAGO AND IOWA RAILROAD COMPANY

The Ogle and Carroll County Railroad Company.
The Chicago, Rockford and Northern Railroad Company.
The Chicago and Iowa Railroad Company.

This Company was incorporated under a Special Act of the Illinois Legislature, in force March 30, 1869. By this Act the Company was authorized to construct a railroad "from the City of Chicago, Cook County, Illinois, over the most eligible route, to a crossing of Rock River at or near the town of Oregon, in the County of Ogle, in said state; from thence over the most eligible route, through the Counties of Ogle and Carroll, in said state, to the Mississippi River, at Savanna, in said Carroll County; and from thence up, along or near said river, to the City of Galena."

By Section 9 the company was authorized "to unite, connect or consolidate its railroad, or any part thereof, with any other railroad constructed, or which may hereafter be constructed, in this state, or in the State of Iowa, upon such terms as may be agreed upon by and between the several companies."

Prior to the date of the incorporation of this company, the Illinois Legislature, in 1857, had granted a Charter to a company under the name of "The Ogle and Carroll County Railroad Company," authorizing the construction of a railroad along the same route as specified for this company, but although organized in 1860, that company took no steps to build its road until 1869, when it secured the financial backing of the Chicago and Iowa Company, with the result that its road was completed from Rochelle to Oregon (16.24 miles) in 1871. Meantime the Chicago and Iowa was constructing its road from Aurora, westerly to connect with the Ogle and Carroll County road at Rochelle and of date June 1, 1870, Articles of Consolidation between the two companies were adopted whereby the Ogle and Carroll County company was merged into the Chicago and Iowa Company, whose line was completed to Rochelle from Aurora (44.24 miles) in January, 1871, and thereafter it was operated as a part of the Chicago and Iowa Railroad.

At the same time this company was carrying on the extension of its own line from Oregon westerly to Forreston, (17.96 miles) which was commenced in 1869 and completed in January, 1872.

Soon afterwards (1874) this company promoted the organization of The Chicago, Rockford and Northern Railroad Company for a road from Flag Center northerly to Rockford, (23.50 miles) which was completed to Rockford in July, 1875.

Of date July 1, 1875, this company took a lease of said Rockford branch, so that after said date these three properties, (101.94 miles) were operated and known as the Chicago and Iowa Railroad, connecting at South Aurora with the Chicago, Burlington & Quincy.

Meanwhile, beginning in April, 1870, the Chicago and Iowa Company entered into various contracts with the Chicago, Burlington & Quincy Company for carrying its business into Chicago, and for divisions of joint revenue, etc., and providing that the Burlington Company should devote its earnings from the joint business to creating a Sinking Fund for the purchase of the mortgage bonds of the Chicago and Iowa Company, which had executed first and second mortgages upon its road.

The Chicago and Iowa Company defaulted in the payment of interest upon its mortgage bonds, and suit was brought in July, 1877, in the United States Circuit Court at Chicago, and decree entered of date December 4, 1877, foreclosing the mortgages and ordering the road to be sold. Of date August 1st, 1877, W. H. Holcomb was appointed Receiver in said proceedings, and took possession of the road from Aurora to Forreston and operated it until July 1, 1882, when possession was restored to this company.

In 1875, the Chicago, Rockford and Northern mortgaged its road to secure an issue of bonds, and in 1877 defaulted in the payment of interest, and suit to foreclose was brought in the Circuit Court of Lee County, Illinois. Otis R. Glover was appointed Receiver, and his receivership continued until March 29, 1881.

In August, 1877, Glover as Receiver of the Rockford branch made a contract with Holcomb, Receiver, in the form of a Lease dated January 5, 1878, under which Holcomb operated both roads until March 29, 1881, after which possession was resumed

by the Chicago and Iowa under the Lease of July 1, 1875, and continued until January 1, 1892.

Meantime, the Chicago, Burlington & Quincy Company had acquired control of all said properties with the following results:

First: Of date January 1, 1892, the Rockford branch was deeded in fee simple to The Chicago and Iowa Railroad Company.

Second: Of date January 1, 1892, the Chicago and Iowa road was leased to the Chicago, Burlington & Quincy for an indefinite term, and on March 16, 1899, this Lease was amended to read that it should continue in perpetuity.

Third: Of date June 1, 1899, the entire Chicago and Iowa road was conveyed to the Chicago, Burlington & Quincy Railroad Company by deed in fee simple.

ACT OF LEGISLATURE

Approved March 30, 1869.

AN ACT to incorporate the Chicago and Iowa Railroad Company

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That all such persons as may become stockholders, agreeable to the provisions of this act, in the corporation hereby created, shall be a body politic and corporate, by the name and style of "The Chicago and Iowa Railroad Company," and by that name, shall have perpetual succession, may sue and be sued, complain and defend, in any court of law or equity; may make laws, rules and regulations for the management of property, the regulation of its own affairs, and for the transfer of its stock, not inconsistent with the existing laws and constitution of the State, and may appoint such subordinate agents, officers and servants as the business of said company may require, prescribe their duties, and require bonds for the faithful performance of their trusts.

§ 2. That said company are hereby authorized and empowered to locate, construct and complete, maintain and operate a railroad, with such appendages as may be deemed necessary by the directors, from the city of Chicago, Cook county, Illinois, over the most eligible route, to a crossing of Rock river, at or near the town of Oregon, in the county of Ogle, in said State; from thence, over the most eligible route, through the counties of Ogle and Carroll, in said State, to the Mississippi river, at Savanna, in said Carroll county; and from thence up, along or near said river, to the city of Galena; and from thence, to the northern boundary line of the State of Illinois.

§ 3. That said company are hereby authorized and empowered to operate the said railroad, and to regulate the time and manner in which passengers, merchandise and effects shall be transported on the same, and the manner

in which said railroad shall be used, and to regulate a tariff of fare and freights, and to erect all necessary depots, stations, shops and other buildings and machinery, for the accommodation, management and operation of said railroad.

§ 4. That the capital stock of said company shall be one million dollars ($1,000,000), which shall be divided into shares of one hundred ($100) each, and may be increased by the board of directors to any sum not exceeding five millions, if necessary to complete the work herein authorized.

§ 5. That H. S. Townsend, J. W. White, N. Halderman, John M. Adair, Frederick P. Petrie, L. H. Bowen, Jas. V. Gale, David B. Stiles, Jonas S. Meckling, P. B. Shumway, and Francis E. Hinkley, be and they are hereby appointed commissioners for the purpose of procuring subscription to the capital stock of said company, giving notice of the time and place where books will be opened for subscription to the capital stock of said company; and said commissioners, by themselves personally, or by such agents as they may appoint, may continue to procure subscription to the stock of said company until the stock so subscribed shall amount to the sum of one hundred thousand dollars; and when said amount of stock shall have been taken, the said commissioners, or a majority of them, shall give twenty days notice in some public print along the line of said road, and also give written notice to each subscriber, of a meeting for an election of a board of directors for the management of the business of said company. Said meeting shall organize by the appointment of a chairman, and designate two of said commissioners who shall act as inspectors of said election. The stockholders present shall then proceed to ballot for directors, casting one vote for each share of stock held by him; and said inspectors shall certify to the election, under their hands, which certificate shall be recorded in the record book of said company, and shall be sufficient evidence of the election of the directors therein named. The directors thus elected shall hold their office for one year or until their successors are elected and qualified. Any vacancy in said board shall be filled by the same at any regular meeting thereof. In case it shall at any time happen that an election shall not be made at the time when in pursuance of this act it ought to be made, the said corporation shall not for that cause be deemed dissolved, but such election shall be held at any other time directed by the by-laws of said corporation.

§ 6. Said company are [is] authorized, by their engineers and agents, to enter upon any lands, for the purpose of making necessary surveys and examination for a route for said road, and to enter upon and take any and all lands necessary for the construction of said railroad; and in case the said company shall not be able to obtain the title to lands through which the said road shall be located, by purchase or voluntary cession, they are authorized to proceed to ascertain the damages sustained by such owner or owners; and said company shall be entitled to all the benefits and provisions of any act now in force or which may hereafter be enacted in regard to right of way in this State; and the right of way so obtained, and any other real estate purchased for the road by said company, which shall become the

property of said company, either by agreement or process of law, shall vest absolutely, in fee simple, in said company.

§ 7. That said company are authorized and empowered to borrow money, from time to time, as may be necessary, to aid the construction of said road, and to pay any rate of interest therefor, not exceeding ten per cent. per annum, and to pledge and mortgage the said road and its appendages, or any part thereof, or any property or effects, rights, credits or franchises of the said company, as security for the loan of money and the interest thereon, and to dispose of bonds issued for such loan at such rate or on such terms as the board of directors may determine.

§ 8. That said company shall have the right to locate, construct, erect and maintain a bridge over the Mississippi river, subject to the laws of [the] States of Illinois and Iowa and of the United States.

§ 9. Said company shall have power to unite, connect or consolidate its railroad or any part thereof with any other railroad constructed, or which may hereafter be constructed in this State or in the State of Iowa, upon such terms as may be agreed upon by and between the several companies, and, for that purpose full power is hereby given to the company hereby incorporated to do all such acts and execute all such instruments as may be necessary or advisable to effect such union, connection or consolidation, as the case may be: *Provided*, that at any annual meeting of the stockholders three-fourths of them shall vote for such consolidation.

§ 10. That is shall be lawful for the supervisors of any county through which said road may be located, on presentation to them of a petition signed by twenty legal voters of said county, praying for a donation or loan to aid in the construction and equipment of said road, to determine the amount of said donation or loan, the time and manner of paying the same, and if, in the judgment of a majority of said supervisors, the interest of said county would be advanced by aiding in the construction of said road, they may, at their discretion, order an election of the legal voters of said county, to determine whether said donation or loan shall be made; and if at said election a majority of the votes cast shall be for said donation or loan, it shall be the duty of the county clerk of said county to issue to said company bonds, as may be determined by said vote, in denominations of not less than one hundred dollars each, and bearing interest not to exceed ten per cent. per annum, said bonds to be signed by the president of the board of supervisors and countersigned by the clerk of said county; and said clerk shall annually certify to the board of supervisors the amount of said bonds and the interest due or maturing; and supervisors shall cause to be levied and collected a sufficient amount of money to pay and liquidate the annually accruing interest, and so much of the principal as may become due; but it shall be the duty of the county treasurer to pay and liquidate said bonds out of moneys in his hands collected for such purposes.

§ 11. That the several towns, villages and cities organized or incorporated under any law of this State, along or near the route of the said railroad, as authorized to be constructed under this act, or that are in any wise interested in having said road, or any branch or division thereof constructed,

may, in their corporate capacities, subscribe to the stock of said company, or may make donations thereto, or may lend its or their credit to said company, to aid in constructing and equiping said road, or any division or branch thereof: *Provided*, that no such subscription, donation or loan shall be made until the same shall be voted for as hereinafter provided.

§ 12. Whenever twenty legal voters of any such town, village or city shall present to the clerk thereof a written application requesting that an election be held to determine whether such town, village or city shall subscribe to the capital stock of said company, or make a donation thereto, or loan money or bonds, or its credit, to aid in the construction of said road, or any branch or division thereof stating the amount, and whether subscribed, donated or loaned, and the rate of interest and the time of payment, such clerk shall receive and file such application, and immediately proceed to post written notices of an election to be held by the legal voters of such town, village or city, which notices shall be posted in ten of the most public places in such town, village or city for twenty days preceding such election, and shall state fully the object of such election; and such election shall be held and conducted and returns thereof made, as is provided by the township organization law, in towns organized under said law, and in any village or city as is provided by the law under which the same is incorporated. Said return shall state fully the amount of bonds voted to be issued, the time they are to run, and the rate of interest, which shall be filed with the county clerk, and by him recorded; and an additional return, a true copy of that filed with the clerk, shall be made to one of the directors of said company. Each elector at such election shall deposit a ballot for said subscription, donation or loan, or against said subscription, donation or loan, and if a majority of the voters of such town, village or city voting at such election, shall vote at such election for such subscription, donation or loan, then such town, village or city shall, by its proper corporate authority, subscribe to the stock of said company, or donate or loan thereto, as shall be determined at such election, and shall issue to the said railroad company its bonds in such denominations as said company may designate, not less than one hundred dollars, and bearing interest as may be determined at such election, not to exceed ten per cent. per annum, payable annually, which bonds shall be signed by the supervisor and countersigned by the clerk in towns organized under the township organization law, and in incorporated villages or towns signed by the president of the board of trustees, and countersigned by the clerk or by the officers having similar powers and duties in any such village or city; and any such town, village or city so subscribing, donating or loaning, as aforesaid, shall, by its proper corporate authority, annually thereafter assess and levy a tax upon the taxable property of such town, village or city, sufficient to pay and liquidate the annually accruing interest on such bonds, and so much of the principal thereof as from time to time shall become due, which taxes shall be levied and collected in the same manner as other corporation taxes in such town, village or city: *Provided*, that for

the payment of the principal thereof, said tax shall not exceed two per cent. per annum.

§ 13. That at any election held under the provisions of this act, it shall not be necessary to cause a registration of the voters to be made, but the qualification of electors at said election shall be determined by the registration next preceding said election.

§ 14. This act shall be deemed a public act, and be in force from and after its passage.

APPROVED March 30, 1869.

Private Laws Illinois 1869 Vol 2, Page 960

ARTICLES OF CONSOLIDATION, June 1, 1870, between The Chicago and Iowa Railroad Company and The Ogle and Carroll County Railroad Company.

Articles of Agreement and Consolidation made this 1st day of June in the year of our Lord One Thousand Eight hundred and Seventy (A. D. 1870) by and between the Chicago and Iowa Railroad Company and the Ogle and Carroll County Railroad Company both being corporations organized and established under the laws of the State of Illinois.

Witnesseth, Whereas, the parties of the first and second parts are desirous of consolidating with each other and are duly authorized by law to effect such consolidation as hereinafter provided.

And Whereas the parties of the first and second parts have agreed upon the terms and conditions hereinafter set forth as the terms and conditions of such consolidation and have fixed upon and regulated the proceedings for the purpose of such consolidation by By-laws duly established by them respectively: and these articles are framed and executed in pursuance of such By-laws.

Now therefore this Agreement Witnesseth: That in consideration of the mutual agreements, covenants, provisions and grants herein contained the said parties of the first and second parts, do by these presents, merge, combine and consolidate their respective capital stocks, franchises, grants, immunities, privileges, capacities, properties and rights of way of every name and nature into one company to be called and known by the corporate name and style of "the Chicago and Iowa Railroad Company" which said consolidated company shall from henceforth have and possess all and singular, the rights, franchises, powers, immunities, privileges and capacities which are or have been granted to or conferred upon or possessed or enjoyed by either of said parties hereto by or under the laws or enactments of the General Assembly of the State of Illinois.

And this Agreement further Witnesseth, that the said parties of the first and second parts have agreed upon and prescribe the following as the terms and conditions of such consolidation which terms and conditions, the said parties of the first and second parts mutually covenant, promise and agree to observe, keep and perform, viz:

Article 1. The persons who shall be directors of the Chicago and Iowa Railroad Company at the time of such consolidation shall be the first directors of said consolidated company, and shall act as such until the next annual election of directors as is herein prescribed and until their successors are duly elected.

Article 2. The number of directors for any year within such limits as are established by law may be fixed at the annual meeting of the stockholders by a by-law adopted at such meeting.

Article 3. The first regular annual meeting of the stockholders of said consolidated company shall be held on the first Wednesday in March A. D. 1871. Special meetings may be called at any time by a majority of the Board of directors. The Board of directors of the said consolidated company shall at their first meeting appoint all necessary officers and adopt such by-laws as they see fit, and may alter the same as they may from time to time think proper.

Article 4. The corporate seal of the consolidated company shall be that of the present Chicago and Iowa Railroad Company until otherwise ordered.

Article 5. The said consolidated company is hereby authorized to issue and dispose of an amount of stock equal to the amount of donations municipal and other made and to be made to the companies hereby consolidated in such a manner as the Board of Directors may prescribe, the proceeds thereof to be used in the further construction and equipment of such road.

Article 6. For each share of stock issued or to be issued by the said Chicago and Iowa Railroad Company to its stockholders and in like manner for each share of stock issued and to be issued by the Ogle and Carroll County Railroad Company to its Stockholders, there shall be issued the same amount of stock in the consolidated company hereby created.

Article 7. The Capital Stock of said consolidated company is hereby declared to be the aggregate of the stocks which the respective companies were authorized to create by virtue of the laws or enactments applicable thereto or which the consolidated company is authorized to create by virtue of this act of consolidation and the laws authorizing the same all of which powers are hereby expressly preserved to the consolidated company.

Article 8. Each and every existing Bond, lease, contract, agreement, obligation or liability heretofore entered into, assumed or agreed to, either by the present Chicago and Iowa Railroad Company or by the Ogle and Carroll County Railroad Company shall be sacredly discharged, fulfilled and observed by the consolidated company hereby created.

Article 9. Consent and approval is hereby given to a consolidation between the Company formed by these presents and any other Railroad Company on terms which may be determined by the Board of Directors of the company hereby created and full power and authority is hereby conferred upon the Board of directors of said consolidated company to make and execute any such agreements and do any and all acts and things necessary or proper to carry such consolidation into effect.

And these presents further witness, that the said party of the first part in consideration of the premises and the sum of One dollar, duly paid by

the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby grant, convey, assign, set over and rest in said consolidated company for the purpose of such consolidation all the Railroads of said party of the first part and all the equipments, and materials used or acquired therefor, and the rights, privileges, franchises, powers and all the lands and rights to lands and property, money and effects, real and personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the first part or in or to which the said party of the first part hath any right, title, interest or claim either in law or equity.

And the said party of the second part in consideration of the premises and the sum of one dollar to it paid by the party of the first part, the receipt of which is hereby acknowledged, doth hereby grant, convey, assign and set over to and vest in said consolidated company, for the purpose of such consolidation, all the Railroads of said party of the second part and all the equipments, implements and materials used or acquired therefor and the rights, privileges, immunities, franchises, powers and all the lands and property, money and effects, real and personal and mixed and all rights of action and things of every name and nature now held or owned by the said party of the second part or in or to which the said party of the second part hath any right, title interest or claim either in law or equity.

And the Board of directors of the said consolidated company shall have full power to carry the said consolidation into effect by all necessary or proper acts and things for that purpose.

And the said parties of the first and second parts for the consolidation aforesaid do mutually agree and declare that the said consolidated company shall go into operation immediately upon the due execution of the present articles except as to that portion of the Ogle and Carroll County Railroad between the towns of Rochelle and Oregon now in course of construction, which shall not be affected by this consolidation until the track is laid from Rochelle to within one half mile of Rock River within the town of Oregon and the other conditions are complied with to enable said company to obtain certain donations from the towns of Oregon, Nashua, and Pine Rock and other towns and individuals. At any time after the track shall have been laid as aforesaid the consolidated company may take possession of and use said Railroad as a part and parcel of their said Railroad but they shall not delay doing the same after the tracks of the two hereby consolidated companies are connected at Rochelle.

(From Record Book No. 104, pages 52-55, Secretary's Office.)

DECREE, August 1, 1877, of U. S. Circuit Court Northern District of Illinois appointing William H. Holcomb, Receiver of The Chicago and Iowa Railroad Company.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS

Wednesday, August 1st, A. D. 1877

Present the Hon. Henry W. Blodgett, District Judge.

John N. Denison and John W. Brooks
vs.
The Chicago and Iowa Railroad Company
In Chancery

And now on this day the Court being sufficiently advised upon the motion of the Complainants for the appointment of a receiver submitted to the Court upon bill and Exhibits filed, the defendant appearing and present in Court by its President F. E. Hinckley Esq. in person and George W. Kretzinger Solicitor for Defendant. It is ordered and decreed by the Court that William H. Holcomb be appointed Receiver herein to take possession of the money and assets, real and personal, road bed, road, iron, ties, lands, right of way, rolling stock, leases, franchises and all other rights and property whatsoever of the said Chicago and Iowa Rail Road Company, wherever the same may be found, with power to manage, control and exercise all the franchises whatsoever of said Rail Road Company and if need be under the direction of this Court to sell transfer and convey certain of the property of said Rail Road Company, and with power to prosecute, defend and continue all suits brought by or against the said Railroad Company, whether heretofore or hereafter commenced, and whether in the name of said Railroad Company, or otherwise to defend all suits brought against him as such Receiver, or affecting his Receivership, and to bring such suits in the name of said Railroad Company, as he may be advised by counsel, to be necessary and proper in the discharge of the duties of his office, and for acquiring, securing and protecting the assets, franchises, property rights of the said Rail Road Company.

And it is further ordered that the said defendant the Chicago & Iowa Rail Road Company, or whoever may be in possession thereof, assign, transfer and deliver over to such receiver all the property, real and personal, wheresoever found and all contracts for the purchase of land and all other equitable interests, things in action and other effects which belong to or were held in trust for said defendant Company, or in which it had any beneficial interest in the same condition they were at the time of exhibiting the said bill of complaint in this cause or in which it now has any such interest. And that the said defendant deliver over in like manner all books, vouchers and other evidence relating thereto.

And it is further ordered that the said Receiver have full power and authority to inquire after, receive and take possession of all such prop-

erty, debts, equitable interests, things in action and other effects, and for that purpose to examine said defendant, its officers and such other persons as he may deem proper, on oath before the master of this Court from time to time, as he may deem necessary.

And it is further ordered that the said William H. Holcomb is hereby directed and required as such Receiver to keep a full and accurate account of all his acts and doings as such Receiver and to report the same to this Court from time to time as he may be directed by the order of this court, and in the meantime and until another order of this Court, to run, maintain, operate and manage the railroad of the said defendant Company, and to manage and control all the said property and affairs of the said defendant Company. And the said Receiver is hereby empowered to employ such counsel and attorneys as he may deem necessary to manage in his behalf such suits and other affairs as have arisen or may arise, and to advise such Receiver in relation to the performance of his duties therein.

And it is further ordered, adjudged and decreed that the said Receiver may use the monies of the said defendant Company for all purposes herein authorized. And it is further ordered that the said Receiver file a Bond with two sureties to be approved by the Clerk of this Court for the faithful discharge of his duties herein, in the sum of Fifty Thousand Dollars.

JOHN V. EUSTACE, *Judge.*

ORDER CIRCUIT COURT, Lee County, Illinois, June 29, 1882, for possession of the Chicago and Iowa Railroad.

STATE OF ILLINOIS, } ss.
LEE COUNTY }

In the Circuit Court of Lee County, in Vacation after May Term A. D. 1892.

Joseph K. Barry,
vs.
The Chicago & Iowa R. R. Co. } *In Chancery.*

And now on the 29th day of June A.D. 1882, came the Solicitors of the Complainants in the above entitled cause and move the court to order the Receiver to deliver the railroad property and effects of said Chicago & Iowa Rail Road Company to the legal board of directors thereof, pursuant to the decree of the court heretofore entered in said cause; and the Court being fully advised in the premises doth find that T. J. Potter, F. H. Head, C. L. Allen, Joseph Reising, L. O. Goddard, J. L. Lathrop, and H. W. Weiss constitute the legal Board of Directors of said Chicago & Iowa Railroad Company, duly elected by the majority of the valid and bona fide stock of said Company, and the Court doth order William H. Holcomb the receiver appointed herein, transfer and deliver possession to said board of directors last named the said Chicago & Iowa Railroad together with all the property and effects of the said Chicago & Iowa Railroad Company in his hands as such Receiver, reserving however a sufficient

amount of the funds of said Company wherewith, to close and adjust all the business connected with his receivership.

And it is further ordered that the said persons above named constituting the said Board of Directors be authorized to receipt to the said William H. Holcomb for said railroad, property and effects.

And it is further ordered that the said Receiver make his final report and account of his actings and doings as such receiver to this Court, and that upon the approval of the same the said receiver be discharged.

TRANSFER AND DELIVERY

July 1, 1882 by Receiver

In pursuance of an order entered in the Circuit Court of Lee County Illinois in the case of J. K. Barry vs The Chicago & Iowa Railroad Company June 29th, 1882. I hereby transfer and deliver possession to T. J. Potter, F. H. Head, C. L. Allen, L. O. Goddard, Joseph Reising, H. W. Weiss & J. L. Lathrop, the Board of Directors of the Chicago & Iowa Railroad Company acting on behalf of said Company, of the Chicago & Iowa Railroad together with all the property and effects of said Chicago & Iowa Railroad Company in my hands as Receiver, except an amount of funds now in my hands which is reserved by me under order of the court to close and adjust the business of my Receivership.

W. H. Holcomb,
Receiver, Chi. & Ia. R. R.

LEASE, January 1, 1892 The Chicago and Iowa Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, made and entered into this first day of January, A. D. 1892, by and between the Chicago and Iowa Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the same state, party of the second part;

Witnesseth: *That, Whereas,* the party of the first part is the owner of and maintains and operates a railroad, extending from the City of Aurora, Illinois, westerly to Forreston, Illinois, a distance of about eighty miles, and a branch road (formerly known as the Chicago, Rockford and Northern Railroad), extending from Flagg Centre, Illinois, northerly to Rockford, Illinois, a distance of about twenty-four miles; and

Whereas the said first party has heretofore, in order to procure funds to pay for the construction and equipment of its road, been compelled to borrow large sums of money, for which it has issued its mortgage bonds, and, in the acquisition of said Chicago, Rockford and Northern Railroad, has assumed and agreed to pay certain other mortgage bonds that had been issued by that corporation—the following being a statement of bonds outstanding, for which the said first party is now liable, together with the rates of interest thereon and the dates of maturity of such bonds, to-wit:

	Date Issued.	*Date of Maturity.*	*Amount.*	*Int. Rate.*
C. & I. R. R. Co.				
1st Mortgage,	Nov. 1, 1869.	Jan. 1, 1900.	$600,000.	8 per cent.
2d Mortgage,	July 1, 1871.	July 1, 1901.	$1,150,000.	8 per cent.
C., R. & N. R. R. Co.				
1st Mortgage,	July 1, 1875.	Oct. 1, 1895.	$250,000.	8 per cent.

and;

Whereas said party of the second part owns and operates a line of railroad, extending from Chicago to Aurora and beyond, and connecting at Aurora with the railroad of the first party; and it is believed to be for the mutual interest of the two companies and of the public that the said first party's railroad and equipment should be leased to and operated by the second party; and

Whereas, with this in view, meetings of the respective boards of directors of said corporations have been duly and legally called and held, at which the lease and agreements herein contained were considered and agreed upon, subject to ratification by the stockholders of the first party; and afterwards, at a meeting of the said stockholders of the party of the first part, held at its office in the City of Chicago, Illinois, at which all the holders of its said stock were present or represented, it was unanimously voted to approve of and ratify the said lease and agreement, and the execution of this instrument was authorized:

Now, Therefore, This Indenture Witnesseth: That the party of the first part, the Chicago and Iowa Railroad Company, in consideration of the stipulations and agreements herein contained, to be kept and performed by the party of the second part, has granted, demised and leased, and does hereby grant, demise and lease, to the said party of the second part, the Chicago, Burlington and Quincy Railroad Company, its successors and assigns, for the period hereinafter limited, all and singular its railroad above described, and extending from Aurora to Forreston, and from Flagg Centre to Rockford, together with all rights of way and depot and other lands, or interests therein, connected with the said railroad; all station houses, shops, offices, and other buildings and structures of whatsoever kind, belonging thereto or used in connection therewith, together with all fixtures and appurtenances belonging to said railroad; and all the equipment of the said railroad, including engines, cars, and all other rolling stock, and all tools, machinery and every other matter or thing connected with the equipment of said railroad, together with all other property of every kind and description, belonging to or appertaining to the said railroad, or any part thereof.

To Have and To Hold the said railroad, and its equipment, and the premises and property above mentioned and described, unto the said Chicago, Burlington and Quincy Railroad Company, for the period hereinafter named.

The said party of the second part, in consideration of the premises, does hereby covenant and agree with the party of the first part, its successors and assigns, to take immediate possession of the said demised railroad and

equipment and other property above mentioned and described, and to keep the said railroad equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public, and to pay or cause to be paid all taxes and assessments that may be lawfully charged or assessed against said railroad and property, or any part thereof, and to keep the said railroad and property and equipment in good condition and repair, and to return the same to the first party at the expiration of this lease in as good conditon and repair as they are at the commencement of this lease. A correct schedule or memorandum of the engines, cars, and other rolling stock and personal property, leased as aforesaid, is hereto annexed, together with the estimated value thereof; and it is agreed that, if, for any reason, the second party cannot, at the expiration of the lease, return to the first party the identical articles so scheduled, then others of equal value may be substituted therefor.

The said party of the second part, in addition to the foregoing, and as rental for the use of the said railroad and its equipment and the other property, demised as aforesaid, agrees to pay the interest upon the said bonds issued by the first party, above mentioned and described, and upon said bonds issued by the Chicago, Rockford and Northern Railroad Company, above referred to, and also the interest upon any renewals or extensions or replacements of said bonds, or any of them, as and when the several installments of said interest mature and become due and payable, the interest coupons attached to the said several bonds being taken up and cancelled by the second party as they respectively mature.

This lease shall take effect the first day of January, A. D. 1892, and shall continue in force until terminated by notice; and either party may terminate it by giving to the other party twelve months' notice of its intention to so terminate it at any time.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

CHICAGO AND IOWA RAILROAD COMPANY,
[SEAL,] By FRANKLIN H. HEAD, *President.*
Attest: L. O. GODDARD, *Secretary.*

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
[SEAL,] By C. E. PERKINS, *President.*
Attest: T. S. HOWLAND, *Secretary.*

AMENDED LEASE, March 16, 1899. The Chicago and Iowa Railroad Company to Chicago, Burlington & Quincy Railroad Company.

By mutual consent of the parties to the within lease, expressed through appropriate resolutions of their respective Boards of Directors, the last clause of said lease is amended, by striking out the option to terminate the same, so that said clause shall read as follows: "This lease shall

take effect the first day of January, A. D. 1892, and continue in perpetuity."

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, severally subscribed, and their respective corporate seals to be attached and attested, this sixteenth day of March, 1899.

THE CHICAGO AND IOWA RAILROAD COMPANY,
By FRANKLIN H. HEAD, *President.*

[SEAL]

Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By C. E. PERKINS, *President.*

[SEAL]

Attest: T. S. HOWLAND, *Secretary.*

ESTIMATED VALUE OF ROLLING STOCK
OF
CHICAGO AND IOWA RAILROAD COMPANY
January 1st, 1892

Locomotives

No. Eng.	Condition.	Value	Remarks.
1	Fair	$3,800	Old original engine.
2	Fair	4,150	do.
3	Vacant		
4	Vacant		
5	Fair	1,905	do.
6	Vacant		
7	Fair	1,905	do.
8	Fair	1,905	do.
9	Vacant		
10	Good	6,209	Engine 4 years old.
11	Vacant		
12	Nearly worn out	1,000	Old original engine.
13	Nearly worn out	1,000	do.
14	Nearly worn out	1,000	do.
15	Nearly worn out	1,000	do.
16	Good	6,260	Engine 4 years old.
17	Vacant		
18	Good	5,696	Engine 7 years old.
19	Good	6,462	Engine 5 years old.
20	Good	6,462	Engine 5 years old.
	Total,	$48,754	

Coaches and Baggage Cars

No.	Coaches.	Condition.	Value.	Remarks.
1	Coach	Fair	$2,600	Original Car.
2	Chair Car	Good	6,800	New Car.
3	Coach	Fair	2,500	Original Car.
4	Coach	Fair	2,500	Original Car.
11	Coach	Fair	2,500	Original Car.
12	Coach	Fair	2,600	Original Car.
		Total,	$19,500	

Coaches and Baggage Cars

No.	Coaches	Condition	Value	Remarks
1	Baggage Car	Fair	1,400	Original Car.
2	Baggage & Pass. Car	Fair	1,500	Original Car.
3	Vacant			Sold.
4	Bag. & Mail	Fair	1,600	Original Car.
5	Bag. & Mail	Fair	1,600	Original Car.
		Total,	$6,100	

Freight Cars

Kind	No.	Length	Sills	Age of car. Yrs.	Mos.	Price per car	Total Value
Grain	79	28 ft.	Wood	16	5	$176	$13,904
Grain	4	28	Iron	7	0	318	1,272
Grain	8	34	Iron	3	6	443	3,544
Comb. Grain	26	28	Wood	21	0	176	4,576
Comb. Grain	1	28	Iron	7	3	313	313
Stock	1	28	Iron	5	2	382	382
Tool	1	28	Iron	6	2	462	462
Furniture	14	34	Iron	1	10	596	8,344
Coal & Flat	14	28	Wood	17	0	130	1,820
Coal & Flat	20	28	Iron	7	5	221	4,420
Coal & Flat	1	28	Iron	22	3	296	296
Coal & Flat	9	34	Iron	4	8	300	2,700
						Total,	$42,033

Total in Service	178	
Vacant,	11	Grain
Vacant,	8	Combination
Vacant,	3	Coal & Flat
Total,	200	

Way Cars

No.	Average Age, Yrs.	Mos.	Price per Car	Total Value.
5	20	0	$500	$2,500
3	12	0	595	1,785
1	10	0	673	673
3	4	7	942	2,826
			Total,	$7,784

RECAPITULATION

		Value
14	Locomotives,	$48,754.00
6	Coaches,	19,500.00
4	Baggage Cars,	6,100.00
178	Freight Cars,	42,033.00
12	Way Cars,	7,784.00
	Total	$124,171.00

NOTE IN REGARD TO C. & I. MAIL CAR No 3.

C. & I. Baggage and Mail Car No. 3 was sold to the H. & St. J. R. R., Sept. 16th, 1891, and amount received for same, $1800., was credited to "Suspense Account" on C. & I. Books and remained so when the road was leased to C., B. & Q. R. R. on January 1st, 1892. In December, 1892, Acct.,

this amount, $1800., was transferred to C., B. & Q. R. R. "Suspense Account." This is the same as turning over to C., B. & Q. R. R., with the other equipment on January 1st, 1892, C. & I. Mail Car No. 3 at a value of $1800.

Chicago, January 25th, 1893.
F. C.

C. I. STURGIS,
Asst. Genl. Auditor.

THE OGLE AND CARROLL COUNTY RAILROAD COMPANY

This company was incorporated by Special Act of the Illinois Legislature, in force February 18, 1857. Section 2 authorized the construction and operation of a railroad

> "from the town of Lane, in the county of Ogle and State of Illinois, to the town of Oregon, in said county; from thence to the town of Mount Morris; from thence, on the most eligible and direct route to or near the town of Mount Carroll, in the County of Carroll; and from thence to the Mississippi River; and also the right to construct said railroad east, from Oregon to the City of Chicago, in said state."

An Amendment, in force February 24, 1859, authorizes the construction of a railroad

> "from the east bank of Rock River, opposite the town of Oregon, in Ogle County, Illinois; from thence, on the most eligible route, to the Galena & Chicago Union Air Line Railroad."

An Amendment in force March 30, 1869, authorized the building of a railroad as follows:

"That the first division of said road shall commence on the east bank of Rock River, opposite the town of Oregon, in said County of Ogle; from thence, on the most eligible route, to a connection with the Chicago & North Western Railway, or with any other railroad leading to the City of Chicago, and the second division commencing at said point, opposite the said town of Oregon, and running thence in a westerly direction, on the most eligible route to the Mississippi River."

It was organized at Oregon, January 24, 1860, and a line was built from Rochelle westerly to Oregon, sixteen and twenty-four hundredths miles, completed April 3, 1871.

This road was promoted by The Chicago and Iowa Railroad Company, and of date June 1, 1870, this company was consolidated and merged into that company. (See Articles of Consolidation in history of the Chicago and Iowa.)

ACT OF LEGISLATURE

Approved February 18, 1857.

AN ACT to incorporate the Ogle and Carroll County Railroad Company.

SECTION 1. *Be it enacted by the People of State of Illinois, represented in the General Assembly,* That all such persons as may become stockholders, agreeable to the provisions of this act, in the corporation hereby created, shall be a body corporate and politic, by the name and style of "The Ogle and Carroll County Railroad Company;" and by that name shall have perpetual succession; may sue and be sued, complain and defend, in any court of law or equity; may make laws, rules and regulations for the management of property, the regulation of its own affairs, and for the transfer of the stocks, not inconsistent with the existing laws and constitution of this State; and may appoint such subordinate agents, officers and servants as the business of said company may require, prescribe their duties, and require bonds for the faithful performance of their trusts.

§ 2. The said company are hereby authorized and empowered to locate, construct and complete, maintain and operate a railroad, with such appendages as may be deemed necessary by the directors, from the town of Lane, in the county of Ogle, and State of Illinois, to the town of Oregon, in said county; from thence to the town of Mount Morris; from thence on the most eligible and direct route to or near the town of Mount Carroll, in the county of Carroll; and from thence to the Mississippi River; and also the right to construct said railroad east, from Oregon to the City of Chicago, in said State; and the said company are hereby authorized and empowered to operate the said railroad, and are authorized to regulate the time and manner in which passengers, merchandise and effects shall be transported on the same, and the manner in which the said railroad shall be used, and to regulate a tariff of fare and freight; and to erect all necessary depots, stations, shops, and other buildings and machinery, for the accommodation, management and operation of said road.

§ 3. The capital stock of said company shall be one million dollars, ($1,000,000), which shall be divided into shares of one hundred dollars each, and may be increased by the board of directors to any sum, not exceeding five millions if necessary to complete the work herein authorized; and the same shall be subscribed for and taken under the direction of the board of directors of said company, in such time and manner as the said directors shall, from time to time, direct.

§ 4. That John R. Hoteling, Thomas Stinson, Elias S. Potter, Henry A. Mix, Elias Etuyre, Elias Baker, A. M. Hitt, Daniel Z. Herb, H. Hofhim, be and they are hereby appointed commissioners for the purpose of securing subscriptions to the capital stock of said company, giving notice of the time and place when books will be opened for subscription to the capital stock of said company; and said commissioners, by themselves, personally, or by such agents as they shall appoint, shall continue to procure subscriptions to the stock of said company, until the said stock

so subscribed shall amount to the sum of one hundred and fifty thousand dollars; and when said amount of stock shall have been taken, the said commissioners, or a majority of them, shall give twenty days notice in some public print along the line of said road, of an election, by the stockholders, of a board of nine directors for the management of the business of said company. The said commissioners, or a majority of them, shall attend and act as inspectors of said election, and the stockholders present shall proceed to ballot for directors, casting one vote for each share; and the commissioners shall certify to the election, under their hands, which certificate shall be recorded in the record book of said company, and shall be sufficient evidence of the election of directors therein named. The directors thus elected shall hold their office for one year, and until their successors are elected and qualified.

§ 5. The business of said company shall be managed by a directory of nine directors who shall be elected annually by the stockholders of the said company, from among themselves. At all elections each stockholder shall be entitled to one vote for each share of stock held by him, and may vote either personally or by proxy, and a plurality of votes given at any election shall determine the choice; and no stockholder shall be allowed, after the first election, to vote by virtue of any stock which shall have been assigned to him within thirty days' preceding said election. The directors shall hold their office for one year, and shall elect one of their number president of said board. Any vacancy in said board may be filled by the same at any regular meeting thereof. In the absence of the president said board shall elect a president pro tem., who shall exercise, for the time being, the powers of the president of said company. The directory of said company may be increased to thirteen or diminished to five, by a vote of the stock holders at any annual meeting.

§ 6. It shall be lawful for the directors to make calls upon the stockholders of said company, at such time or times, and for the payment of such amounts of stock as they shall deem fit, giving at least thirty day's notice of each of said calls in any newspaper or newspapers printed on the line of said road; and in case of default of payment on the part of the stockholder for sixty days after the same shall be due, the said board are authorized to declare the said stock so in arrears and all sums paid thereon to be forfeited to said company.

§ 7. Said company are authorized by their engineers and agents, to enter upon any lands for the purpose of making necessary surveys and examination for a route for said road, and to enter upon and take any and all lands necessary for the construction of said railroad, making compensation to the owner or owners of said lands for any damage which may arise to them from the building of said road; and in case the said company shall not be able to obtain the title to lands through which the said road shall be laid, by purchase or voluntary cession, the said company are authorized to proceed to ascertain the damages sustained by such owner or owners, and determine the same in manner and upon the principles provided in an act entitled "An Act to amend the law

concerning the right of way for purposes of internal improvement,'' enforced June 22d 1852, or said company may proceed to obtain such right of way by the provisions of the 22d section of an act entitled ''An Act to porvide for a general system of railroad incorporations,'' passed November 5th, 1849; and shall be entitled to all the benefits and provisions of any act now in force in regard to the right of way in this State.

§ 8. The said company are authorized and empowered to borrow money, from time to time, not exceeding the capital stock of said company, as may be necessary to aid in the construction of said road, and to pay any rate of interest therefor, not exceeding ten per cent; and to pledge and mortgage said road and its appendages, or any part thereof, or any property or effects, rights, credits, or franchises of the said company, as security for any loan of money and interest thereon; and to dispose of bonds issued for such loan, at such rate or on such terms as the board of directors may determine.

§ 9. The corporation hereby created is fully authorized to connect with, intersect or construct said road in connection with any other railroad either within the State of Illinois or elsewhere; and all the rights secured to either of said roads are hereby secured to the connected road. The company formed by this act may join with any other company in making all necessary turnouts, switches and other conveniences, to further the object of such connection; and when the route of any other company shall be occupied and the parties cannot agree as to the terms on which such route or roads may be used, the same shall be submitted to arbitration; said arbitrators to be appointed by the judge of the circuit court in whose district the said controversy may arise, and their award shall be final and conclusive.

§ 10. That the right of way and the real estate purchased for the road by said company, and which shall become the property of said company, by agreement or by operation of law, shall vest absolutely in fee simple in said company.

§ 11. That any person who shall willfully injure or obstruct the said road, or any of the appendages thereto, shall be deemed guilty of a misdemeanor, and shall forfeit to the use of the company three-fold the amount of damages occasioned by said obstruction or injury, to be recovered by an action of debt, in the name of the said company, with cost of suit, before any justice of the peace or any court of record in this State.

§ 12. The said railroad when surveyed shall be divided into three divisions, as follows: All said road lying east of the town of Oregon shall constitute the first division; and the portion thereof lying between the town of Oregon and the Illinois Central Railroad shall constitute the second division; and that portion of said road lying between the Illinois Central Railroad and the town of Savanna shall constitute the third division; and it shall be lawful for the subscribers to stock in said company to take stock in either of said divisions, or for the whole of said road, as they may deem proper; and in case stock should be taken in

any of said divisions, the subscription so taken shall be expended in said division, if required by the holders of said stock.

§ 13. Any township organization or town incorporated or hereafter to be incorporated, through which said railroad may pass, are hereby authorized and empowered to take stock in said road in their incorporated capacities, by a vote of the legal voters of said township or town; and the amount so taken shall not exceed fifty thousand dollars; which shall be levied and collected as other taxes are, and such township or town shall be subject to all the liabilities and have all the rights of a stockholder, as provided in this act.

APPROVED February 18, 1857.

Private Laws Illinois 1857, Page 1230

ACT OF LEGISLATURE

Approved February 24, 1859.

AN ACT to amend an act entitled "An Act to incorporate the Ogle and Carroll County Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the above entitled act be so altered and amended as to authorize the said company to organize and elect a directory, whenever stock to the amount of twenty thousand dollars shall be subscribed thereto, towards the completion of said road east of Rock River, and that the board of directors of said company shall consist of five persons, instead of nine, any three of whom shall constitute a quorum, and be vested with full powers of the whole board. That James V. Gale, Henry A. Mix, Joseph Sears, Edward F. Dutcher, Isaac Trask, Elias S. Potter, Langford Green, Miles B. Light, Francis Chase, Thomas Stinson, Robert C. Burchell, and Charles C. Royce, be appointed commissioners, in place of the persons named in the original act; and that any two of said commissioners may act as inspectors at the election of directors; and that said road commence on the east bank of Rock River, opposite the town of Oregon, in Ogle county, Illinois; from thence on the most eligible route, to the Galena and Chicago Union Air Line Railroad.

§ 2. That the several villages and towns organized under the township organization law, or any other law of this State, along or near the route of said road, or that are in anywise interested therein, may in their corporate capacities, subscribe to the stock of said company, or may make donations thereto, or may lend its or their credit to said company, to aid in constructing and equipping said road: *Provided,* that no such subscription, donation or loan shall be made until the same shall be voted for, [as] hereinafter provided.

§ 3. Whenever ten legal voters of any such village or town shall present to the clerk thereof a written application, requesting that an election shall be held, to determine whether such village or town shall subscribe to the capital stock of said company, or make a donation there-

to, or loan money or bonds or its credit, to aid in the construction of said road, stating the amount, and whether subscribed, donated or loaned, and the rate of interest, and the time of payment, such clerk shall receive and file such application, and immediately proceed to post written notices of an election to be held by the legal voters of such town, which notices shall be posted in four of the most public places in such town or village for ten days preceding an election, and shall state fully the object of such election, and said election shall be held and conducted and return thereof made as is provided by the township organization law; and an additional return shall be made to one of the commissioners named in this act; each elector shall deposit a ballot for said subscription, donation or loan, or against said subscription, donation or loan; and if a majority of the tax payers of said town, legal voters, shall vote at said election in favor of such subscription, donation or loan, then such village or town shall, by its proper corporate authority, subscribe to the stock of said company, or donate or loan thereto, as shall be determined at such election, and shall issue to the said railroad company its bonds, in such denomination as said company may designate, not less than one hundred dollars, and bearing interest as may be determined at such election, and payable annually; which bonds shall be signed by the supervisor and countersigned by the clerk, in towns organized under the township organization law, and in incorporated villages by the president of the board of trustees and countersigned by the clerk; and any such village or town so subscribing, donating or loaning, as aforesaid, shall, by its proper corporate capacity, annually thereafter, levy and collect a sufficient amount of money, on the assessed property of such village or town, to pay and liquidate the annually accruing interest on such bonds; and in case default shall be made by said authorities, then it shall be lawful for the county clerk of the county wherein such village or town is situated, and he is hereby required to cause the amount to be computed on the assessed property of said town or village, and cause the same to be entered on the collector's book of said town or village; and the collector thereof shall collect the same as other taxes.

§ 4. That such portions of the original act, to which this [is an] amendement, as conflicts with this act, be and the same are hereby repealed. This act to be in effect from and after its passage.

APPROVED February 24, 1859.

Private Laws Illinois 1859, Page 488

ACT OF LEGISLATURE

Approved March 30, 1869.

AN ACT to amend an act entitled "An Act to incorporate the Ogle and Carroll County Railroad Company."

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the several acts entitled "An Act to incorporate the Ogle and Carroll County Railroad Company," approved

February 18, 1857, and the act entitled "An Act to amend an act entitled an act to incorporate the Ogle and Carroll County Railroad Company," approved February 24, 1859, be and they are hereby so amended that the said railroad company shall be authorized and empowered to construct, maintain and operate their said railroad, with such appendages as may be deemed necessary by the directors, in accordance with the following provisions:

§ 2. That the first division of said road shall commence on the east bank of Rock River opposite the town of Oregon, in said county of Ogle; from thence, on the most eligible route, to a connection with the Chicago and Northwestern Railway, or with any other railroad leading to the city of Chicago, and the second division commencing at said point, opposite the said town of Oregon, and running thence, in a westerly direction, on the most eligible route to the Mississippi River.

§ 3. That said company be and they hereby are authorized to build a branch from their said road from such point as they may desire, and with such appendages as may be deemed necessary by the directors of said company, to the city of Rockford, in said State.

§ 4. That the stockholders may, at any regular meeting, elect and determine the number of directors and the length of time that they shall hold their office. The board of directors shall choose one of their number as president of said company, and adopt such rules and regulations for the government of the same as they may deem expedient.

§ 5. That the several towns, villages and cities, organized or incorporated under any laws of this State, along or near the route of the said railroad, as authorized to be constructed under the original act and amendment thereto or under this act, or that are in any wise interested in having said road, or any branch or division thereof, constructed, may, in their corporate capacities, subscribe to the stock of said company, or may make donations thereto, or may lend its or their credit to said company, to aid in constructing and equipping said road, or any division or branch thereof: *Provided*, that no such subscription, donation or loan shall be made until the same shall be voted for as hereinafter provided.

§ 6. That whenever twenty legal voters of any such towns, villages or city shall present to the clerk thereof a written application, requesting that an election shall be held to determine whether such town, village or city shall subscribe to the capital stock of said company, or make a donation thereto, or loan money or bonds, or its credit, to aid in the construction of said road, or any branch or division thereof, stating the amount and whether subscribed, donated or loaned, and the rate of interest and the time of payment, such clerk shall receive and file such application, and immediately proceed to post written notices of an election to be held by the legal voters of such town, village or city, which notices shall be posted in ten of the most public places in such town, village or city, for thirty days preceding such election, and shall state fully the object of such election; and such election shall be held and conducted, and return thereof made as is provided by law, and, in any village or city, as is provided by the law under which the same is incor-

porated, and an additional return shall be made to one of the directors of said company. Each elector at such election shall deposit a ballot for said subscription, donation or loan; and if a majority of the legal voters of such town, village or city, voting at such election, shall vote for such subscription, donation or loan, then such town, village or city shall, by its proper corporate authorities, subscribe to the stock of said company, or donate or loan thereto, as shall be determined at said election, and shall issue to the said railroad company its bonds in such denominations as said company may designate, not less than one hundred dollars, and bearing interest as may be determined at such election, not to exceed ten per cent. per annum, payable annually at such place as such company may designate, which bonds shall be signed by the supervisor and countersigned by the clerk in towns organized under the township organization law, and in incorporated villages or cities, signed by the president of the board of trustees, and countersigned by the clerk or by the officers having similar powers and duties in any such village or city, and any such town, village or city so subscribing, donating or loaning, as aforesaid, shall, by its proper corporate authority, annually thereafter, assess and levy a tax upon the taxable property of said town, village or city, sufficient to pay and liquidate the annually accruing interest on such bonds, and so much of the principal thereof as from time to time shall become due, which taxes shall be levied and collected in the same manner as other corporation taxes in such town, village or city: *Provided*, that for the payment of the principal thereof such tax shall not exceed two per cent. per annum.

§ 7. That such portions of the original act to which this act is an amendment as conflicts with this act be and the same is hereby repealed. This act shall take effect and be in force from and after its passage.

APPROVED March 30, 1869.

Private Laws Illinois 1869 Vol. 3, Page 374

THE CHICAGO, ROCKFORD AND NORTHERN RAILROAD COMPANY

This company was incorporated November 17, 1874, under provisions of the General Laws of Illinois, by Articles filed with the Secretary of State of Illinois, November 23, 1874.

By its Articles, the line of road was defined as follows, to wit:

"The places from and to which it is intended to construct the proposed railroad are as follows: from a point at or near Mendota, on the Illinois Central Railroad, or any other railroad now built or that may hereafter be built in LaSalle, Lee or Bureau Counties, in the State of Illinois; thence on the most eligible route to or near the town of Rochelle, in Ogle County; thence to some point or points on the northern line of said state, in Winnebago County, passing through the City of Rockford, in said county, to connect at said state line with any road or roads that are or may be constructed within the State of Wisconsin, to said state line."

It was organized at Chicago, November 17, 1874, and a line was built from a connection with The Chicago and Iowa Railroad at Flag Center northerly to Rockford, twenty-three and one-half miles, completed July 1, 1875.

This road was promoted by The Chicago and Iowa Railroad Company, which company took a Lease of the property, dated July 1, 1875.

Of the same date it executed two mortgages to secure bond issues, and in 1877, defaulted thereon, and the Circuit Court of Lee County, Illinois, appointed Otis R. Glover Receiver, who continued as Receiver until March 29, 1881.

In August, 1877, Glover, as Receiver, made a contract with William H. Holcomb, then Receiver of the Chicago and Iowa railroad, in the form of a lease dated January 5, 1878, under which Holcomb operated both roads until March 29, 1881, after which possession was resumed by the Chicago and Iowa Company under its lease of July 1, 1875, and continued until January 1, 1892.

Of date January 1, 1892, this road was conveyed to The Chicago, and Iowa Railroad Company by deed in fee simple.

ARTICLES OF INCORPORATION, November 17, 1874. The Chicago, Rockford and Northern Railroad Company.

The undersigned, for the purpose of organizing a Railroad corporation, under and pursuant to an Act of the General Assembly of the State of Illinois, entitled "An Act to Provide for the Incorporation of Associations that may be organized for the purpose of constructing railways, maintaining and operating the same; For prescribing and defining the duties and limiting the powers of such corporations when so organized" approved March 1st, 1872, In force March 1st, 1872, and the Act Amendatory thereof, in force July 1st, 1873, Do, hereby adopt the following Articles of Incorporation, to-wit:

First: The name of such, proposed corporation is "The Chicago, Rockford and Northern Railroad Company."

Second: The places from and to which it is intended to construct the proposed railroad, are as follows: From a point at or near Mendota on the Illinois Central Railroad or any other railroad now built or that may hereafter be built in LaSalle, Lee or Bureau counties, in the State of Illinois, thence on the most eligible route to or near the town of Rochelle in Ogle county, thence to some point or points on the North line of said State in Winnebago County, passing through the City of Rockford, in said county, to connect at said state line, with any road or roads that are or may be constructed within the State of Wisconsin to said state line.

Third: The place at which shall be established and maintained the principal business office of such proposed corporation is the City of Chicago, in the County of Cook and State of Illinois.

Fourth: The time of the commencement and the period of the continuance of said proposed corporation is from the 17th day of November A. D. 1874 to the 17th day of November A. D. 1924, being a period of fifty years.

Fifth: The amount of the capital stock of such corporation shall be one hundred thousand dollars ($100,000).

Sixth: The names and places of residence of the persons forming such corporation are as follows, to-wit:

Names	*Place of residence*
D. Bowen Waterman,	Aurora, Kane County, Illinois
George M. Hunt,	Chicago, Cook County, Illinois
Benjamin T. Lewis,	Chicago, Cook County, Illinois
George W. Adams,	Chicago, Cook County, Illinois
James H. Cartwright,	Oregon, Ogle County, Illinois

Seventh: The names of the members of the first Board of Directors are as follows:—

D. Bowen Waterman, G. M. Hunt, Benjamin T. Lewis, Jas. H. Cartwright and George W. Adams.

The government of the proposed corporation, and the management of its affairs shall be vested in and exercised by a Board of Directors who shall choose such officers and agents as they may deem for the best interest of the company and clothe them with authority to perform its functions.

Eighth: The number of shares of capital stock shall be one thousand (1,000) and the amount of each share shall be one hundred dollars ($100).

Dated at Chicago, Illinois, this 17th, day of November.

D. B. Waterman
George M. Hunt
Benjamin T. Lewis
George M. Adams
Jas. H. Cartwright

State of Illinois, } ss.
Cook County. }

On this 17th day of November A. D. 1874 before me a Notary Public in and for said County of Cook, personally appeared D. Bowen Waterman, George M. Hunt, George W. Adams, Benjamin T. Lewis, and James H. Cartwright, to me personally known to be the persons who executed the foregoing instrument in writing and severally acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, at Chicago, in said county, this 17th day of November, A. D. 1874.

[seal] M. L. Ettinger, *Notary Public.*

United States of America } ss.
State of Illinois }

Office of Secretary, I, George H. Harlow, Secretary of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Organization of the Chicago, Rockford and Northern Railroad Company and the endorsements thereon, which were filed in the office of the Secretary of State on the 23rd day of November, A. D. 1874, and recorded in Book One (1) of Ry. Incorporations at pages 283-285 on file in this office.

In witness whereof, I hereto set my hand and affix the general seal, State at the City of Springfield, this 23rd day of November, A. D. 1874.

[seal] George H. Harlow, *Secretary of State.*

Recorded in Illinois:

Winnebago County, November 19, 1874, Book 1, Page 499.
Ogle County, November 19, 1874, Book E, Page 475.
LaSalle County, December 7, 1874, Book 158, Page 428.
Lee County, January 4, 1875, Book 20, Page ——.
Bureau County, January 11, 1875, Book 28, Page 395.

FINAL DECREE, June 17, 1881, Circuit Court Ogle County, Illinois to satisfy and release Mortgage dated October 1, 1875, given by Chicago, Rockford and Northern Railroad Company for $150,000.

In the Circuit Court of Ogle County.

STATE OF ILLINOIS, } ss.
COUNTY OF OGLE. }

In Chancery. April Term A. D. 1881.

Present: Hon. Joseph M. Bailey. Judge.

Benjamin T. Lewis and Francis E. Hinckley.
vs.
Chicago, Rockford and Northern Rail Road Company, Robert H. Tinker, Henry S. Hawley, George Willard and James F. Meagher impleaded with D. B. Waterman. } Bill

Chicago, Rockford and Northern Rail Road Company
vs.
Robert H. Tinker, Henry S. Hawley, George Willard, James F. Meagher, Benjamin T. Lewis, Francis E. Hinckley, Ralph Plumb and J. Irving Pearce impleaded with D. B. Waterman. } Cross Bill

FINAL DECREE.

And now on this day, it being one of the days of the April Term of this Court, it appearing to the Court that the Complainants in the above entitled cause filed their Bill of Complaint herein, on the 7th day of March A. D. 1881, and that the summons of this Court was duly issued according to the prayer of said Bill and that personal service thereof, was duly had upon each of the said defendants in said Bill more than ten days prior to the return day named in said summons and more than ten days prior to the first day of the present term of this Court.

And it further appearing to the Court that the said defendants Robert H. Tinker, Henry S. Hawley, George Willard and James F. Meagher have wholly failed to answer the said Bill of Complaint and that for want of such answers are in default. It is therefore ordered adjudged and decreed that said Robert H. Tinker, Henry S. Hawley, George Willard and James F. Meagher be, and they are, and each of them is, hereby defaulted for want of answer in such cause to said Bill of Complaint and that the said Bill of Complaint be, and is hereby taken as confessed in all things as to them, and each of them.

And it further appearing to the Court that the Defendant, The Chicago, Rockford and Northern Rail Road Company duly appeared in said cause by its Solicitor and filed its answer to said Bill of Complaint and that the said Chicago, Rockford and Northern Railroad Company also filed its Cross-Bill in said cause, and in and by which it made defendants to said Cross-Bill, all the parties to said Original Bill, and also Ralph Plumb and J. Irving Pearce:

And it further appearing to the Court that the said Robert H. Tinker, Henry S. Hawley, George Willard and James F. Meagher, wholly failed to answer the said Cross-Bill of Complaint and that for want of such answers are and each of them, is, in default. It is therefore ordered adjudged and Decreed, that the said Robert H. Tinker, Henry S. Hawley,

George Willard and James F. Meagher be, and that they are and each of them is hereby defaulted for want of answer to said Cross-Bill of Complaint and that the said Cross-Bill of Complaint be and hereby is taken as confessed, in all things, as to them and each of them.

And it further appearing to the Court that replecation was duly filed to the answer of said Chicago, Rockford and Northern Railroad Company to the original Bill, and that said Cross-Bill, was answered by Benjamin T. Lewis, Francis E. Hinckley, Ralph Plumb and J. Irving Pearce defendants in said Cross-Bill and that replecations to said answers were duly filed.

And now this cause coming on to be heard upon said Bill of Complaint answers, Cross-Bill and replecations as aforesaid and upon oral testimony and other evidence offered in open Court and the Court being fully advised in the premises, thereupon finds, adjudges and decrees as follows.

I.

That the Chicago, Rockford and Northern Railroad Company was organized and incorporated as a Railroad Corporation of the State of Illinois under and by virtue of the General Laws of the State of Illinois, authorizing the formation of Railroad Corporations during the month of November, A. D. 1874, and from thence hitherto has been and still is, such corporation, having its general office and place of business in the City of Chicago and County of Cook in said State, and that it was authorized under its articles of association and the laws under which it was incorporated to locate, construct, maintain and operate a line of Rail Road from a point at or near Mendota, on the Illinois Central Railroad or any other railroad that may now be built in La Salle, Lee or Bureau Counties in the State of Illinois, thence on the most eligible route to or near the town of Rochelle in the County of Ogle, thence to some point or points on the North line of said State, in Winnebago County, passing through the City of Rockford in said County to connect at said State line with any other road or roads that are or may be constructed within the State of Wisconsin to the State Line, and to effectuate such purpose was empowered to receive stock subscriptions and issue certificates therefore and to borrow money and to issue Bonds therefor and to secure the payment of such bonds by mortgages or Trust Deeds on its corporate property incomes and franchises subject to the limitations and restrictions contained in the constitution and laws of the State of Illinois.

II.

And the Court further finds, adjudges and decrees that during the years 1874 and 1875 the said Railroad Company located and constructed a portion of its line of Railroad commencing at the City of Rockford in the County of Winnebago and extending to a point upon the line of the Rail Road of the Chicago and Iowa Railroad Company near the town of Rochelle in the County of Ogle a distance of about twenty-four (24) miles and that said line of railroad has since been and still is operated.

III.

And the Court further finds, adjudges and decrees that the Capital stock of the Chicago, Rockford and Northern Rail Road Company was fixed at one hundred thousand dollars ($100,000.00) divided into shares of one hundred ($100) each to be subscribed and paid for and issued for the purpose of obtaining means to construct, maintain and operate its said line of Railroad.

IV.

And the Court further finds, adjudges and decrees that the Complainant, Benjamin T. Lewis subscribed to the Capital stock of said Chicago, Rockford and Northern Railroad Company for two (2) shares of One Hundred ($100) dollars each and that he paid for the same, to said Company in labor which was actually received and applied by said Railroad Company to the purposes of constructing, maintaining and operating its line of Railroad and that he was at the time of the filing of said Bill and now is the actual bona fide owner of two (2) shares of Capital stock of the Chicago, Rockford and Northern Railroad Company.

V.

The Court further finds, adjudges and decrees that the Complainant Francis E. Hinckley subscribed to the Capital stock of the Chicago, Rockford and Northern Railroad Company for forty two (42) shares thereof one hundred ($100) dollars each and that he paid for the same in money, labor and property which was actually received and applied to the purposes of constructing, maintaining and operating the said line of railroad and that he is now the bona fide owner and holder of said forty-two shares of the Capital stock of said Chicago, Rockford and Northern Railroad Company.

VI.

And the Court further finds, adjudges and decrees that D. B. Waterman subscribed to the Capital stock of said Chicago, Rockford and Northern Railroad Company for two (2) shares thereof which shares were paid for by him in labor actually performed for, received and applied by said Railroad Company for the purpose of constructing maintaining and operating the said line of Railroad and that a certificate for such two shares of stock was duly issued by said Railroad Company and is now outstanding.

And the Court further finds, adjudges and decrees that George M. Hunt was also a subscriber to the Capital stock of said Chicago, Rockford and Northern Railroad Company for one (1) share thereof which said share of stock was paid for by the said Hunt in labor actually performed for said Chicago, Rockford and Northern Railroad Company and received and applied by it for the purposes of constructing, maintaining and operating said line of Railroad and a certificate of such share of stock issued by said Chicago, Rockford and Northern Railroad Company is now outstanding.

And the Court further finds, adjudges and decrees that George W. Adams was a subscriber for one (1) share of the Capital stock of the Chicago, Rockford and Northern Railroad Company and that he paid for the said one share of stock in labor actually performed by him for said Railroad Company and which was applied by it in the construction, maintainance and operation of said line of railroad and that a certificate of such one share of stock was duly issued by said Chicago, Rockford and Northern Railroad Company and is now outstanding.

VII.

And the Court further finds, adjudges and decrees that the defendant Robert H. Tinker on or about March 1st, A. D. 1876, subscribed to the Capital stock of said Chicago, Rockford and Northern Railroad Company for four hundred and fifty (450) shares thereof at one hundred ($100) each amounting to forty five thousand dollars.

That certificates therefor numbered eight (8) nine (9) ten (10) and eleven (11) for one hundred shares each and certificate number twelve (12) for fifty shares were issued by said Chicago, Rockford and Northern Railroad Company to said R. H. Tinker bearing date March 1st, 1876.

That said Robert H. Tinker paid no consideration whatever for said shares of the Capital stock of said Chicago, Rockford and Northern Railroad Company or for any share thereof to said Chicago, Rockford and Northern Railroad Company at the time of making such subscription to its Capital stock, or at any time thereafter, and that the said Robert H. Tinker never agreed to pay the said Chicago, Rockford and Northern Railroad Company any sum or value therefor or for any share thereof and that the said Certificates were so issued by said Chicago, Rockford and Northern Railroad Company without any consideration. Having been paid or agreed to be paid by said Robert H. Tinker to the said Chicago, Rockford and Northern Railroad Company and that said certificates were and are and each of them was and is wholly fraudulent and void in whose hands soever they may be.

VIII.

The Court further finds, adjudges and decrees that afterwards on or about the fourth (4) day of March, A. D. 1880, the said Robert H. Tinker surrendered to the Chicago, Rockford and Northern Railroad Company certificates of stock numbers eight (8) and nine (9) for one hundred (100) shares each and certificates number twelve (12) for fifty shares and that on that day stock certificates, but not under the seal of the Chicago, Rockford and Northern Rail Road Company were issued in lieu of said three certificates as follows: One to George Willard for fifty (50) shares in lieu of stock certificate number twelve (12) as aforesaid: a certificate without number for one hundred shares to James F. Meagher in lieu of one of said returned certificates and a stock certificate without number to Henry S. Hawley for one hundred (100) shares in lieu of one of said certificates so surrendered as aforesaid.

IX.

And the Court further finds, adjudges and decrees that neither the said George Willard, James F. Meagher nor said Henry S. Hawley paid or agreed to pay any consideration or thing of value to the said Chicago, Rockford and Northern Railroad Company, for said Stock or Stock Certificates or either of them, so issued and delivered to them as aforesaid, but that the said certificates issued to said George Willard, Henry S. Hawley and James F. Meagher defendants in this cause there were and are now wholly fraudulent and void and that the assignment and transfer of said certificates by said Tinker to said Willard, Hawley and Meagher were merely colorable and that the certificates so as aforesaid issued to said Willard, Hawley and Meagher by said Chicago, Rockford and Northern Railroad Company were so issued at the request of said Robert H. Tinker.

X.

And the Court further finds, adjudges and decrees that the defendants, Robert H. Tinker, George Willard, James F. Meagher and Henry S. Hawley within ten days from the entry of this decree deliver to the Clerk of this Court the said certificates of stock as held and claimed to be owned by them as aforesaid and any and all other certificates for shares of stock in the Chicago, Rockford and Northern Railroad Company held by them or either of them and which were issued or pretended to have been issued by the Chicago, Rockford and Northern Railroad Company in lieu or in place of the aforesaid certificate or either of them for cancellation and that the Clerk of this Court, on receipt of said certificate, cancel the same and deliver the same when cancelled to Benjamin T. Lewis, Secretary of the Chicago, Rockford and Northern Railroad Company.

XII.

And the Court further finds, adjudges and decrees that the injunction heretofore granted in this Cause be and the same hereby is continued and made perpetual.

XIII.

And the Court further finds, adjudges and decrees that upon the hearing of this cause the complainants in the Original Bill with the consent of Complainants in the Cross-Bill and with leave of the Court, dismissed the said Bill as to the 500 shares of stock alleged in said Bill to have been issued by said Chicago, Rockford and Northern Railroad Company to Francis E. Hinckley in trust for the Chicago and Iowa Railroad Company and withdraw from the consideration of the Court all matters and things touching and concerning the said 500 shares of stock and this Court therefore does not pass upon any question concerning the same nor in this decree to be held or construed as determining the validity "of" invalidity of said 500 shares of stock or any matter or thing pertaining to the same, but this decree is entered with-

out prejudice to the rights of any person interested in said 500 shares of stock and all rights of such persons and all matters concerning said 500 shares of stock are hereby reserved to be adjudicated upon at such time, place and manner as the parties interested therein may be advised.

XIV.

And the Court further finds, adjudges and decrees that the said Chicago, Rockford and Northern Railroad Company on or about September 12th, A. D. 1876, but under date of October 1st, A. D. 1875, executed and delivered to Ralph Plumb and Arthur B. Meeker as Trustees, a deed of trust or Mortgage upon its said line of railroad together with all its property, income and franchises to secured an issue of bonds authorized to be issued thereunder in the aggregate amount of one hundred and fifty thousand dollars ($150,000) which deed of trust or mortgage was duly recorded in the office of the Recorder of Winnebago County Sept. 14th, A. D. 1876, at 10:30 o'clock in the forenoon in Book 48 of Mortgages at page 439 and in the office of the Recorder of Ogle County Sept. 19th, A. D. 1876, in Book 32 of Mortgages at page 122 at 9 o'clock in the forenoon, which deed of trust or mortgage still remains of record in said Counties. That the said Ralph Plumb and Arthur B. Meeker accepted the trust created by said trust deed or mortgage and entered upon the discharge of the duties thereof.

That afterwards the said Arthur B. Meeker resigned his Trusteeship under said deed of trust or mortgage and that the said Chicago, Rockford and Northern Railroad Company and said Ralph Plumb under and pursuant to the provisions of said trust deed or mortgage duly appointed J. Irving Pearce a Trustee to fill the vacancy occasioned by the resignation of the said Arthur B. Meeker, and that the said J. Irving Pearce accepted said Trust and has thence hitherto acted and now acts as and is a Trustee under said Trust deed or mortgage.

XV.

And the Court further finds, adjudges and decrees that there were executed by the officers of the said Chicago, Rockford and Northern Railroad Company bonds in the aggregate amount of one hundred and fifty thousand ($150,000.00) Dollars consisting of one hundred and fifty (150) bonds of one thousand dollars ($1000) each in accordance with the terms of said mortgage or deed of Trust: and that the said defendant Ralph Plumb and the said Arthur B. Meeker while acting as such trustees as aforesaid certified to the said Bonds: But that neither of the said one hundred and fifty (150) bonds nor either of them were ever issued, negotiated, sold, transferred or delivered by said Chicago, Rockford and Northern Railroad Company nor by any person acting under authority from said Chicago, Rockford and Northern Railroad Company so to do to any person or persons, firm or firms, corporation or corporations, and that the said Chicago, Rockford and Northern Railroad Company never received from any person or persons, firm or firms,

corporation or corporations any consideation or thing of value whatever for any one of said Bonds: but that the said one hundred and fifty thousand ($150,000) dollars of Bonds were taken possession of by persons unauthorized by said Chicago, Rockford and Northern Railroad Company or without paying or agreeing to pay any consideration therefor or for any part or portion thereof and were appropriated to the use of such persons without any authority from the said Chicago, Rockford and Northern Railroad Company and that the said one hundred and fifty thousand ($150,000) dollars of Bonds were and each and every one of said Bonds was at the time they were taken possession of by such unauthorized persons wholly without consideration and void and that they have thence hitherto continued to be and now are wholly illegal and void in the hands of whomsoever they may be.

XVI.

And the Court further finds, adjudges and decrees that at the time of the filing of the Bill and Cross-Bill in this cause and at the present time, Robert H. Tinker one of the defendants herein had and now has in his possession and under his control and claims to be the owner of one hundred and twenty-five (125) of said one hundred and fifty (150) bonds numbered six hundred and one (601) to seven hundred and twenty-six (726) both inclusive.

XVII.

And the Court further finds, adjudges and decrees, that the said Robert H. Tinker came in possession of said one hundred and twenty-five thousand ($125,000) dollars of bonds without paying or agreeing to pay any consideration whatsoever therefor or for any or either of said bonds to the said Chicago, Rockford and Northern Railroad Company, and that he received the same without consideration and without authority from the said Chicago, Rockford and Northern Railroad Company and in fraud of its rights and the rights of its Creditors and bona fide stockholders and that the said bonds were and that each of them was at the time he received the same and thence hitherto have continued to be and now are wholly void in his hands and in the hands of any transferee, by him and are held by him or them in fraud of the rights of the said Chicago, Rockford and Northern Railroad Company and its Creditors and bonafide stockholders.

XVIII.

And the Court further finds, adjudges and decrees that Francis E. Hinckley, one of the complainants in the said original bill, has in his possession and claims to own the other twenty-five (25) bonds, that he received the same without consideration paid or agreed to be paid by him therefor and that the same were at the time he received the same and now are wholly illegal and void in his hands.

XIX.

And the Court further adjudges and decrees that the said Robert H. Tinker produce and deliver to the Clerk of this Court within ten days from the entry of this decree the said one hundred and twenty-five (125) bonds so held by him for cancellation and that the Clerk of this Court thereupon cancel the same; and that the said Francis E. Hinckley within like time produce and deliver to the Clerk of this Court said twenty-five (25) bonds so held by him for cancellation and that the said Clerk on receipt thereof cancel the same and when so cancelled, that he deliver the whole $150,000 of said bonds so cancelled to Benjamin T. Lewis, Secretary of the Chicago, Rockford and Northern Railroad Company.

XX.

And the Court further adjudges and decrees that within ten days after the entry of this decree the said Ralph Plumb and J. Irving Pearce as Trustees under said deed of trust or mortgage execute, acknowledge and record in the Recorders Office of the Counties of Winnebago and Ogle a proper satisfaction and discharge of the said deed of trust or mortgage so as to fully cancel the same of record in said Counties of Ogle and Winnebago and in case of the failure of the said trustees to so cancel and discharge the said Deed of Trust or Mortgage within the time aforesaid then and in that case it is adjudged and decreed that John C. Seyster Esq. who is hereby appointed a special Master in Chancery of this Court for that purpose (James H. Cartwright the Master in Chancery of this Court, being of counsel in this case) do in due form of law, cancel and discharge of record the said deed of trust or mortgage in the said Counties of Ogle and Winnebago and that when so discharged by the Trustees, or, on their failure so to do, by the said Master in Chancery of this Court, that said deed of trust or mortgage be fully satisfied, discharged and cancelled of record and shall thereupon and thereafter be held for naught.

XXI.

And the Court further finds adjudges and decrees that the Clerk of this Court be and he hereby is authorized and directed on the request of the plaintiffs to require the attendance in person of the said Robert H. Tinker, George Willard, Henry S. Hawley and James F. Meagher and that he is hereby authorized to administer an oath to each of them and that they and each of them deliver under oath, to the said Clerk the said and any and all certificates for the Shares of stock held and owned by each of them in said Chicago, Rockford and Northern Railroad Company for the purposes hereinbefore adjudged and decreed and that the said Robert H. Tinker deliver the said one hundred and twenty-five thousand ($125,000) dollars of bonds to the said Clerk of this Court and the said Francis E. Hinckley the said twenty-five thousand ($25,000) dollars of bonds to said Clerk for the purposes hereinbefore adjudged and decreed.

The Bill filed by James Campbell in the United States Circuit Court for the Northern District of Illinois against the Chicago, Rockford and Northern Railroad Company was duly dismissed March 29th, 1881, and is not now pending and that one-half of the costs of this cause be paid by the said Robert H. Tinker and the other half by the said Francis E. Hinckley.

JOSEPH M. BAILEY,
Circuit Judge.

STATE OF ILLINOIS,
COUNTY OF OGLE. } ss.

I, Charles M. Gale, Clerk of the Circuit Court in and for the said County and State, and keeper of the Records and files of said Court do certify the above and foregoing to be a full, true and complete copy of Decree, of said Court in a certain cause therein referred to, entered June 17th, 1881, and duly recorded in Book "H" of Chancery Record at page 355 as the same appears from the records of said Court now in my office remaining. Given under my hand and the seal of said Court at Oregon, Illinois, this 4th day of November, A. D. 1895.

[SEAL] CHARLES M. GALE, *Clerk.*

LEASE, July 1, 1875. The Chicago, Rockford and Northern Railroad Company to The Chicago and Iowa Railroad Company.

This lease, made and entered into this first day of July, in the year of our Lord, one thousand, eight hundred and seventy-five (A. D. 1875) between the Chicago, Rockford and Northern Railroad Company, of the State of Illinois, party of the first part, and the Chicago and Iowa Railroad Company of said state of Illinois, party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, has let and leased and by these presents does let and lease unto said party of the second part, for and during the term of twenty years commencing upon the first day of July, A. D. 1875, with the option to make said lease perpetual as hereinafter provided, the Chicago, Rockford and Northern Railroad, including tracks, depots, right of way, bridges, turn tables, side tracks, switches, water tanks, depot grounds as now occupied, warehouses, elevators and all other things real or personal used or to be used in and about the operation of said railroad and everything pertaining thereto, together with the full power to build, maintain and operate the said railroad as fully as the party of the first part can or may do.

To have and to hold the same unto said party of the second part for and during said term of twenty years.

Said party of the second part paying and yielding unto said party of the first part, twenty-five (25) per cent of the gross earnings of said railroad, for and during said term. Said rent to be paid semi-annually on the first days of April and October during said term of twenty years. All taxes and assessments of every nature upon said railroad property to be paid by the party of the second part.

And it is further understood and agreed by and between the parties hereto that no account is to be made for improvements made in maintaining and operating said line; but for necessary additional side tracks new buildings and improvements, properly chargeable to construction, the said party of the first part is to pay to the said party of the second part the appraised value thereof at the end of said term; and the real estate furnished by said party of the second part is to be paid by said party of the first part at the end of said term at the first cost thereof. The party of the second part shall render annual statements signed by the engineer and president of said company of the outlays under this lease, chargeable to the party of the first part.

In case of disagreement between the parties to this lease touching any matter arising under the same, three arbitrators are to be appointed, one to be selected by each of the parties hereto, and in case these two cannot agree, they are to select the third, the decision of any two of the arbitrators to be final.

It is further agreed by and between the parties hereto that in case the party of the second part shall elect to surrender the said railroad of the party of the first part at the end of the term hereby granted and to demand payments for improvements made as provided in this agreement written notice of such election shall be served upon the president or executive officer of the party of the first part at least six months prior to the expiration of the term hereby granted and the party of the first part shall be and hereby is allowed twelve months after the expiration of said term within which to pay for the improvements made as herein provided. Said party of the first part being chargeable for the interest upon the appraised value of said improvements as well as for the cost of the real estate furnished from the end of the term hereby granted until payment is made, and should the party of the second part fail to serve the written notice as aforesaid, it will be understood as having exercised the option herein granted, and concluded to lease the road of the party of the first part in perpetuity, paying therefor, twenty-five per cent of its gross earnings.

It is further agreed that the party of the first part is to have the right to pass its officers and directors over the road hereby leased at all times, and is to have the right to inspect the books of account of said party of the second part touching the operation of the said road by the said second party. All settlements for business other than local to be based upon a pro rate of mileage.

It is further agreed between the said parties hereto that said first party having issued its bonds, numbered respectively from one to five hundred and seventy inclusive, all dated the first day of July, A. D. 1875, to the amount of two hundred and fifty thousand dollars ($250,000) running twenty years and three months to maturity, with interest at eight per cent per annum, payable semi-annually on the first days of April and October each year, the said second party will accept and receive from the holder or holders of said bonds in payment of freight earned on and over the railroad of said first party between Rockford and

Rochelle and intermediate points the several interest coupons attached to the bonds aforesaid to the extent and amount of the rent hereby agreed to be paid at any time for the six months preceeding the maturity of the same and at any time after the maturiy of said coupons; but if presented in payment as aforesaid before their maturity they shall be subject to a rebate of interest of eight per cent per annum until maturity.

It is further agreed by and between the parties hereto that this agreement is to extend to the railroad which may be built by said party of the first part, being an extension of its own line north from Rockford; said extension to be equal to the line now built between Rockford and Rochelle. The party of the second part hereby covenants to take possession of said extension as the same may be completed in sections of not less than about ten miles, and to efficiently operate and maintain the same and to assume all liabilities and pay all expenses incident to its operation, including taxes.

The party of the second part further agrees to efficiently operate the road of the party of the first part supplying all locomotives, cars and machinery necessary for that purpose. Also that the maintenance and operation of said line shall at all times fully answer the demands of the business, and that the rolling stock shall always be adequate to the requirements of the line.

It is further agreed by and between the parties hereto that in case said party of the second part shall neglect or fail to pay the percentage of gross earnings stipulated to be paid in this lease for and during the period of ninety days after the same shall become due and payable, such default and failure, after notice of the same for ninety days, by said party of the first part to said party of the second part, shall work a forfeiture of the above lease, and said party of the first part, in that event shall re-enter and take possession of said railroad and property hereinabove leased.

In witness whereof the parties hereto have caused their respective common seals and the signatures of their respective presidents to be hereunto affixed the day and year first above written.

THE CHICAGO, ROCKFORD AND NORTHERN RAILROAD COMPANY,

[SEAL] By D. B. WATERMAN, *President.*

Attest: B. T. LEWIS, *Secty.*

THE CHICAGO AND IOWA RAILROAD COMPANY,

SEAL] By F. E. HINCKLEY, *President.*

Attest: B. T. LEWIS, *Secty.*

LEASE—January 5, 1878—(effective August 1, 1877)—The Chicago, Rockford and Northern Railroad Co., by Receiver to W. H. Holcomb, Receiver, of The Chicago, and Iowa Railroad Co.

Note from Record Book.

"Memorandum of understanding between the Chicago, Rockford and Northern Railroad Company, W. H. Holcomb, receiver of the Chicago and

Iowa Railroad and the Chicago, Burlington and Quincy Railroad Company in regard to the business of the Chicago, Rockford and Northern Railroad.

"The receiver of the Chicago and Iowa Railroad to furnish rolling stock, and material and supplies necessary for the use and maintenance of such rolling stock, and to operate the road between Rockford and Rochelle, and to provide all the station service and track service and furnish the material for the ordinary temporary repairs of track, not including the extraordinary repairs, or permanent additions or betterments, and to pay all taxes.

"For such service and expense, the receiver of the Chicago and Iowa Railroad shall be entitled to receive and retain for his own use, as such receiver, seventy-five (75) per cent of the gross earnings of the Chicago, Rockford and Northern Railroad, and shall pay to the Chicago, Rockford and Northern Railroad Company, twenty-five (25) per cent of the gross earnings of the said Chicago, Rockford and Northern Railroad, said earnings of the Chicago, Rockford and Northern Railroad to be computed on a prorate basis, to be reckoned as from Rochelle as the southern terminus of the Chicago, Rockford and Northern Railroad, and in addition thereto, the receiver of the Chicago and Iowa Railroad will pay to the Chicago, Rockford and Northern Railroad Company, twenty (20) per cent of the Chicago and Iowa Railroad pro rate proportion of earnings on business to and from stations on the Chicago, Rockford and Northern Railroad, and the Chicago, Burlington and Quincy Railroad Company will pay the Chicago, Rockford and Northern Railroad Company, twenty (20) per cent of its prorate proportion of gross earnings on business to and from stations on the Chicago, Rockford and Northern Railroad and Chicago.

"Settlements shall be made monthly, and as speedily as the amounts thereof can be determined in the usual course of business.

"Either party shall have the right to terminate this agreement on thirty days' notice, and in such case the receiver of the Chicago and Iowa Railroad shall vacate the said Chicago, Rockford and Northern railroad, at the end of such thirty days, without further notice.

"This agreement to take effect from August 1st. 1877. Chicago, January 5th. 1878."

Note: See Record Book, C., R. & N. R. R. Co., No. 119, Page 55.

DEED, January 1, 1892. The Chicago, Rockford and Northern Railroad Company to The Chicago and Iowa Railroad Company.

This Indenture, made and entered into this first day of January, A. D. 1892, by and between the Chicago, Rockford & Northern Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Chicago & Iowa Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the same state, party of the second part;

Witnesseth:

That, Whereas, the party of the second part is in possession of and

operating, in connection with its own railway lines, the railroad of the first party; and

Whereas the directors of the parties of the first and second parts have respectively agreed upon the terms and conditions for the sale and conveyance, by the party of the first part, of its railroad and its railway property, corporate rights and franchises to the second party, at meetings of the said boards of directors, duly called and held, as required by law; and

Whereas the said terms and conditions for said sale and conveyance have been duly approved by the stockholders owning all of the capital stock of the said companies, parties of the first and second parts, at stockholders' meetings, duly called and held in the City of Chicago on the 28th day of December, A. D. 1891.

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, the Chicago, Rockford & Northern Railroad Company, for and in consideration of the stipulations and agreements herein contained, to be kept and performed by the said party of the second part, and for the further consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell and convey, to the said party of the second part, its successors and assigns, forever, all and singular its said railroad, situated in the State of Illinois, and extending from Flagg Centre, in Ogle County, to and into the city of Rockford, in Winnebago County, Illinois; and also all rights of way and depot and other lands or interest therein, connected with said railroad; all station houses, shops, offices, and other buildings and structures, of whatsoever kind, belonging thereto, or used in connection therewith, together with all fixtures and appurtenances belonging to said railroad, or in any manner connected therewith; and all tools, machinery, materials, and every other matter and thing connected with the said railroad; all rights, privileges and franchises of the said party of the first part in and to the aforesaid railroad and other property, now held, used, or controlled by it, together with all other property, of every kind and description, belonging to or appertaining to said railroad, and its right, title and interest in and to the same, and to every part thereof, and also all lands and real estate of the party of the first part owned and possessed by it, or to which it may be or become entitled, wherever situated.

To Have and To Hold the said lands, tenements, hereditaments and railroad, and rights, privileges, franchises and other property above mentioned and conveyed, unto the said party of the second part, its successors and assigns, forever.

And the said party of the second part, the Chicago & Iowa Railroad Company, in consideration of the premises, doth hereby covenant and agree with the said party of the first part, to keep said railroad equipped, and to maintain and operate the same in such manner as to furnish reasonable accomodations to the public, and to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged or assessed upon the said railroad and property, or any part thereof, and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay

and discharge all debts and liabilities of whatsoever nature, both principal and interest, of the said party of the first part, as they may severally mature, and to issue to the stockholders of the said party of the first part certificates of stock of the said party of the second part, of like amounts with the certificates of stock which they now hold in the company of the said party of the first part, upon said stockholders' surrendering such certificates of stock of the said party of the first part to the said second party.

In Witness Whereof, the said parties hereto have caused these presents to be subscribed by their respective Presidents, and their corporate seals to be hereto affixed and attested by their respective secretaries, the day and year first above written.

CHICAGO, ROCKFORD AND NORTHERN RAILROAD COMPANY,
[SEAL] By JNO. L. LATHROP, *President.*
Attest L. O. GODDARD, *Secretary.*

CHICAGO AND IOWA RAILROAD COMPANY,
[SEAL] By FRANKLIN H. HEAD, *President.*
Attest L. O. GODDARD, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that, on this first day of March, A. D. 1892, before me, a Notary Public, residing in the City of Chicago, County of Cook, and State of Illinois, duly commissioned to take acknowledgments and proofs of deeds and other instruments in writing under seal, personally came J. L. Lathrop, President of the Chicago, Rockford & Northern Railroad Company, who is personally known to me to be the same person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in Chicago, in the County of Cook, and State of Illinois, that he is President of the Chicago, Rockford & Northern Railroad Company, that the seal affixed to the foregoing conveyance is the corporate seal of said Company, that it was affixed by order of said Company, and that he signed the corporate name of said Company to said conveyance, by like order, as President of said Company; and acknowledged that he signed, sealed, executed, and delivered the said deed on behalf of said Company as his free and voluntary act, and that the said Company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this first day of March, A. D. 1892.

[SEAL] H. W. WEISS, *Notary Public.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that, on this first day of March, A. D. 1892, before me, a Notary Public, residing in the City of Chicago, County of Cook, and State of Illinois, duly commissioned to take acknowledgments and proofs

of deeds and other instruments in writing under seal, personally came Franklin H. Head, President of The Chicago & Iowa Railroad Company, who is personally known to me to be the same person whose name is signed to the foregoing indenture, who, being by me duly sworn, deposes and says that he resides in Chicago, in the County of Cook, and State of Illinois, that he is President of The Chicago & Iowa Railroad Company, that the seal affixed to the foregoing indenture is the corporate seal of said Company, that it was affixed by order of said Company, and that he signed the corporate name of said Company to said instrument, by like order, as President of said Company; and he acknowledged that he signed, sealed, executed and delivered the same on behalf of said Company as his free and voluntary act, and that the said Company also executed said indenture as its free and voluntary act, for the uses and purposes set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this first day of March, A. D. 1892.

[SEAL] H. W. WEISS, *Notary Public.*

Recorded in Illinois:—

Ogle County, September 21, 1895, Book 94, Page 485
Winnebago County, August 28, 1895, Book 152, Page 478

DEED, June 1, 1899. The Chicago and Iowa Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Chicago and Iowa Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth:* That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Aurora, in Kane County, extending thence westerly, via Shabbona, Flag Center and Oregon, to Forreston, in Ogle County, a distance of about seventy-eight and forty-four hundredths (78.44) miles, with a branch extending from Flag Center, aforesaid, northerly to Rockford, a distance of about twenty-three and fifty hundredths (23.50) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the

receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; for the purpose aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE CHICAGO AND IOWA RAILROAD COMPANY,

[SEAL] By FRANKLIN H. HEAD, *President.*

Attest: H. W. WEISS, *Secretary.*

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS, *President.*

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared F. H. Head, President of The Chicago and Iowa Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Chicago and Iowa Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said F. H. Head acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

[SEAL] W. F. MCFARLAND,
Notary Public for said County and State.

Recorded in Illinois:

Kane County, June 23, 1899, Book 386, Page 285.
DeKalb County, June 29, 1899, Book 99, Page ——.
Lee County, June 30, 1899, Book 71, Page 571.
Ogle County, June 29, 1899, Book 105, Page 297.
Winnebago County, June 29, 1899, Book 168, Page 294.

TRUST MORTGAGE, November 1, 1869, The Chicago and Iowa Railroad Company to The Farmers Loan and Trust Company, Trustee.

This mortgage covers the Chicago and Iowa Railroad, and secures an issue of bonds amounting to $1,000,000. These bonds are dated Nov. 1, 1869, and mature Jan. 1, 1900, interest at the rate of eight per cent, payable semi-annually.

This Indenture, made this first day of November, in the year of our Lord one thousand eight hundred and sixty-nine, between the Chicago and Iowa Railroad Company, incorporated under and by virtue of the laws of the State of Illinois, of the first part, and the Farmers Loan and Trust Company of New York, a corporation duly organized by and under the laws of the State of New York, of the second part, witnesseth:—

Whereas, in pursuance of the power and authority in it duly vested, the said Chicago and Iowa Railroad Company has resolved to issue and negotiate a series of one thousand bonds for one thousand dollars each, numbered from one to one thousand inclusively and amounting in the aggregate to one million dollars, which said bonds are to be equally secured by these presents, and are to be of like tenor and in the form following:—

No. UNITED STATES OF AMERICA, STATE OF ILLINOIS, $1,000

CHICAGO AND IOWA RAILROAD COMPANY, FIRST MORTGAGE BOND.

Know all men by these presents: That the Chicago and Iowa Railroad Company is indebted to the Farmers Loan and Trust Company of New York, or bearer, in the sum of one thousand dollars, lawful money of the United States of America, which the said company promises to pay to the said Farmers Loan and Trust Company of New York, or the bearer hereof, on the first day of January in the year one thousand nine hundred, at the office of the Farmers Loan and Trust Company of New York, in the city of New York, with interest thereon after the first day of January, A. D. 1870, at the rate of eight per centum per annum, payable semi-annually, at the office of the Farmers Loan and Trust Company of New York, in the city of New York, on the first days of July and January in each year, on the presentation and surrender of the annexed coupons as they severally become due; and in case of the non-payment of any half-yearly instalment of interest which shall have become payable and shall have been demanded, if such default shall continue for six months after the maturity of the said instalment, the principal of this bond shall become due in the manner and with the effect provided in the deed of trust or mortgage hereinafter mentioned.

This bond is one of a series of one thousand bonds for one thousand dollars each, which form an issue of ten hundred bonds, numbered from one to ten hundred inclusively and amounting in the aggregate to one million dollars, all bearing date on the first day of November, A. D. 1869, and all of like tenor, and the payment of all of which bonds with interest is secured by a deed of trust or mortgage, dated the first day of November, A. D. 1869, made by said Chicago and Iowa Railroad Company to the Farmers Loan and Trust Company of New York, trustee, and conveying the Chicago and Iowa Railroad and the equipments and appurtenances and things as therein described.

This bond shall pass by delivery or by transfer on the books of the company in the city of New York, after a registration of ownership certified hereon by the transfer agent of the company. No transfer except on the books of the company shall be valid unless the last transfer be to bearer, which shall restore transferability by delivery. But this bond shall continue subject to successive registrations and transfers to bearer as aforesaid, at the option of each holder.

This bond shall not become obligatory until it shall have been authenticated by a certificate indorsed hereon, and duly signed by the trustee.

In witness whereof, the said Chicago and Iowa Railroad Company has caused this bond to be signed by F. E. Hinckley, its president, and E. L. Chapman, its secretary, thereto duly authorized, and has caused its corporate seal to be hereto affixed, the first day of November in the year of our Lord eighteen hundred and sixty-nine, and has also caused the signature of E. L. Chapman, its secretary, to be affixed to the coupons attached to said bonds in the manner provided by the vote of the directors of said company.

(*Signed*)

[SEAL] F. E. HINCKLEY,
President.
E. L. CHAPMAN,
Secretary.

Now this indenture witnesseth: That for and in consideration of the premises, and of the sum of one dollar to it duly paid by the party of the second part, and in order to secure the payment of the principal and interest of the said bonds according to the tenor thereof and of the coupons thereto annexed, the said Chicago and Iowa Railroad Company, the party of the first part hereto, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey, and transfer unto the said party of the second part, and to its successors as continuing trustee and assigns, all and singular the railroad of the party of the first part, or which the said party of the first part is by law authorized to construct, from the city of Aurora, in Kane County, Illinois, to the Town of Rochelle in Ogle County, thence *via* the town of Oregon to the town of Forreston, or to the intersection of the track of the Illinois Central Railroad, in the county of Ogle and State of Illinois, as the same is or hereafter shall be constructed, including all the railways, ways, and rights of way, depot grounds, and other lands; all tracks, bridges, viaducts, culverts, fences, and other structures;

all depots, station houses, engine houses, car houses, freight houses, wood houses, and other buildings; and all machine shops and other shops, and all other real or personal estate held or acquired, or hereafter to be held or acquired by said company, its successors or assigns, for use in connection with the said railroad or the business thereof, and including also all locomotives, tenders, cars, and other rolling stock or equipments, and all machinery, tools, implements, fuel, and materials for constructing, operating, repairing, or replacing the said railroad or any part thereof, or any of its equipments or appurtenances, and all machinery of all kinds, and all and singular the other personal property of any nature, kind, and description whatever belonging to said company, and also all franchises connected with or relating to the said railroad, or to the construction, maintenance, or use of the said railroad, and all the property, franchises, rights, and things of whatsoever name or nature, now held or hereafter to be acquired by the said party of the first part, or its successors or assigns, together with all and singular the tenements, hereditaments, and appurtenances to the said railroad, lands, and premises, or either thereof, belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, tolls, incomes, revenues, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, and to the same and any and every part thereof, with the appurtenances.

To have and to hold the above mentioned and described railroad, real estate, personal property, and premises, with the appurtenances, unto the said party of the second part, and to its successors as continuing trustee and assigns; in trust nevertheless for the purposes herein expressed, to wit:—

ARTICLE 1. Until default shall be made in the payment of principal or interest of the said bonds or of some of them, the said Chicago and Iowa Railroad Company shall be suffered and permitted to possess, manage, operate, and enjoy the said railroad from Aurora to Forreston, with its equipments and appurtenances, and to take and use the rents, incomes, profits, tolls, and issues thereof in the same manner and with the same effect as if this deed of trust or mortgage had not been made.

ARTICLE 2. In case default shall be made in the payment of any interest or any of the said bonds according to the tenor thereof or of the coupons thereto annexed, or in any requirement to be done or kept by the Chicago and Iowa Railroad Company, and if such default shall continue for the period of six months, it shall be lawful for the said party of the second part by its duly authorized officer or officers, attorney or attorneys, agent or agents, to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and to have, hold, and use the same, operating by its superintendents, managers, receivers, or servants, or other attorneys or agents, the said railroad, and conducting the business thereof, and making from time to time all repairs and replacements, and such useful alterations, additions, and improvements thereto as may seem judicious, and to collect and receive all tolls, freights, incomes, rents, issues, and profits of the same and of every part thereof; and after deducting the expenses of operating the said railroad and conducting

its business, and of all the said repairs, replacements, alterations, additions, and improvements, and all payments which may be made for taxes, assessments, or charges, as well as a just compensation for its own services, to apply the moneys arising as aforesaid to the payment of interest in the order in which such interest shall have become or shall become due, ratably to the persons holding the coupons evidencing the right to such interest; and after paying all interest which shall have become due, to apply the same to the satisfaction of the principal of the aforesaid bonds which may be at that time unpaid, ratably and without discrimination or preference.

ARTICLE 3. In case default shall be made as aforesaid and shall continue as aforesaid, it shall likewise be lawful for the said party of the second part, after entry as aforesaid or other entry or without entry, to sell and dispose of all and singular the premises hereby conveyed or intended so to be, at public auction in the city of New York, or at such place within the State of Illinois as the said trustee may designate, and at such time as it may appoint, having first given notice of the place and the time of such sale by advertisement published not less than once a week for six weeks in one or more newspapers in the cities of New York and Chicago, or to adjourn the sale from time to time in its discretion, and if so adjourned, to make the same at the time and place to which the same may be adjourned without further notice, and to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds in the law for the same, in fee simple, which sale made as aforesaid shall be a perpetual bar both in law and equity against the parties of the first part and all other persons lawfully claiming or to claim the said premises or any part thereof by, from, through, or under them; and after deducting from the proceeds of such sale just allowances for all expenses of the said sale, including attorneys' and counsel fees and all other expenses, advances, or liabilities which may have been made or incurred by the said trustees in operating or maintaining the said railroad or in managing its business while in possession, and all payments which may have been made by it for taxes or assessments, as well as compensation for its own services, to apply the said proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest; and if after the satisfaction thereof a surplus of the said proceeds shall remain, to pay over the same to the said Chicago and Iowa Railroad Company, or to such other parties as may be entitled to receive the same.

And it is hereby declared that the receipt or receipts of the said trustee shall be a sufficient discharge to the purchaser or purchasers of the premises for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors, or administrators, shall not after payment thereof and having such receipt be liable to see to its being applied upon or for the trusts and purposes of these presents, or in any manner howsoever be answerable for any loss, misapplication, or non-application of such

purchase money or any part thereof, or be obliged to inquire into the necessity, expediency, or authority of or for any such sale.

ARTICLE 4. At any sale of the aforesaid property or any part thereof, whether made by virtue of the power herein granted or by judicial authority, the trustee shall bid for and purchase or cause to be bid for and purchased the property so sold, or any part thereof, in behalf of all the holders of the bonds secured by this instrument and then outstanding, in the proportion of the respective interests of such bondholders, at a reasonable price, if but a portion of the said property shall be sold, at a price not exceeding the whole amount of such bonds outstanding, with the interest accrued thereon.

ARTICLE 5. In case default shall be made in the payment of any half-year's interest on any of the aforesaid bonds at the time and in the manner in the coupon issued therewith provided, the said coupon having been presented and the payment of the interest therein specified having been demanded, and that such default shall continue for the period of six months after the said coupon shall have become due, then and in either of such cases the principal of all the bonds secured hereby shall, at the election of the trustee, become immediately due and payable, anything contained in the said bonds or herein to the contrary notwithstanding; but a majority in interest of the holders of the said bonds may, in writing under their hands instruct the trustee to declare the said principal to be due or to waive the right so to declare, on such terms and conditions as such majority shall deem proper, or may annul or reverse the election of the trustees: *provided*, that no actions of the trustees or bondholders shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom.

ARTICLE 6. The Chicago and Iowa Railroad Company shall from time to time and at all times hereafter, and as often as thereunto requested by the trustee, execute, acknowledge, and deliver all such further deeds, conveyances, and assurances in the law for the better assuring unto the trustee, and its successors in the trust hereby created, upon the trusts herein expressed, the railroad, equipments, and appurtenances hereinbefore mentioned or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use in connection with the same, or any part thereof, and all franchises now held or hereafter acquired, including the franchise to be a corporation, as by the trustees or its successors, or by its counsel learned in the law, shall be reasonably advised, desired, or required.

ARTICLE 7. The trustee shall have full power in its discretion, and upon the written request of the Chicago and Iowa Railroad Company, its successors or assigns, to convey, by way of release or otherwise, to the persons designated by the said company, the whole or any part of the land acquired or held for the purpose of stations, depots, shops, or other buildings, or the uses connected therewith, and shall also have power to convey as aforesaid, on like request, any lands or property which in the judgment of the trustee shall not be necessary for use in connection with the said Chicago and Iowa Railroad, or which may have been held for a supply of fuel, gravel, or other material, and also to convey as aforesaid any lands which may become disused by reason of a change of the location of any station house, depot, shop, or other buildings connected with the said railroad, and

such lands occupied by the track and adjacent to such station house, depot, shop, or other buildings as the said company may deem it expedient to disuse or abandon by reason of such change, and to consent to any such change and to such other changes in the location of the track as in their judgment shall have become expedient, and to make and deliver the conveyances necessary to carry the same into effect; but any lands that may be acquired for permanent use in substitution for any so released shall be conveyed to the trustee upon the trusts of these presents. And the trustee shall also have full power to allow the said company from time to time to dispose of, according to their discretion, such portions of the equipments, machinery, and implements at any time held or acquired for the use of the said railroad as may have become unfit for such use, replacing the same by new, which shall be conveyed to the trustee or be otherwise made subject to the operation of these presents.

ARTICLE 8. It is hereby declared and agreed that it shall be the duty of the trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to take appropriate legal proceedings to enforce the rights of the bondholders under these presents, upon the requisition in writing as hereinafter specified, as applicable to the several cases of default, in the manner and subject to the qualifications hereinafter provided as follows:—

First. If the default be as to interest or principal of any of the said bonds, such requisition upon the said trustee shall be by holders of not less than fifty thousand dollars in aggregate amount of said bonds; and upon such requisition, and a proper indemnification by the persons making the same to the trustee against the costs and expenses to be by it incurred, it shall be the duty of the trustee to enforce the rights of the bondholders under these presents, by entry, sale, or legal proceedings, as they, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of said bonds.

Second. If the default be in the omission of any act or thing required by these presents for the further assuring the title of the trustee to any property or franchises now possessed or hereafter acquired, or in the omission to comply with any provision of these presents to be observed, performed, or kept by the said company, its successors or assigns, then and in either of such cases the trustee may enforce in its discretion, and upon the requisition aforesaid of a majority in amount of the holders of the bonds secured by these presents it shall be its duty, to enforce the rights of the bondholders by reason of such default; subject to the power hereby declared of a majority in interest of the holders of the said bonds, by requisition in writing under their hands, to instruct the said trustee to waive such default, or upon adequate indemnity as aforesaid to enforce the rights of the bondholders by reason thereof.

Provided, that no action of the said trustee or bondholders, or both, in waiving such defaults or otherwise, shall extend to or be taken to affect any subsequent default or to impair the rights resulting therefrom.

ARTICLE 9. If the said Chicago and Iowa Railroad Company, its successors or assigns, shall well and truly pay the interest at the times and in

the manner herein specified, and shall well and truly keep and perform all the things herein required to be kept or performed by the said company according to the true intent and meaning of these presents, then and in that case the estate, right, title, and interest of the said parties of the second part, and of their successors in the trust hereby created, shall cease, determine, and become void; otherwise the same be and remain in full force and virtue.

ARTICLE 10. It is mutually agreed by and between the parties hereto that the word "trustee" as used in these presents shall be construed to mean the trustee for the time being, and that the said trustee shall be entitled to just compensation for all services which it may hereafter render in its trust, to be paid by the said company; that the said trustee or any successor may resign or discharge itself or himself of the trust created by these presents, by notice in writing to the Chicago and Iowa Railroad Company, three months before such resignation shall take effect, or such shorter time as they may accept as adequate notice, and upon the due execution of the conveyances hereinafter required; that the said trustee or any successor may be removed by the vote of a majority in interest of the holders of the aforesaid bonds and attested by an instrument under the hands and seals of the persons so voting; that in case at any time hereafter the said trustee or any trustee hereafter appointed shall resign or be removed as herein provided for, or by a court of competent jurisdiction, or shall become incapable or unfit to act in the said trust, a successor to such trustee shall be appointed by the holders for the time being of a majority in interest of the said bonds then outstanding, and the trustee so appointed shall thereupon become vested with all the powers, authorities, and estate granted to or conferred upon the party of the second part by these presents, and all the rights and interests requisite to enable it or him to execute the purposes of this trust, without any further assurance or conveyance, so far as such effect may be lawful; and the said trustee so resigning or being removed shall on the written request of the new trustee, who may be appointed immediately, execute a deed or deeds of conveyance, to vest in such new trustee and upon the trusts herein expressed all the property, rights, and franchises which may be at that time held upon the said trusts.

Provided, nevertheless, and it is hereby declared and agreed, that in case it shall at any time hereafter prove impracticable after reasonable exertions to appoint in the manner hereinbefore provided, in case that the trust shall become vacant, application in behalf of all the holders of the bonds secured hereby may be made by holders of the said bonds to the aggregate amount of fifty thousand dollars to any Circuit Court of the United States for any judicial district in which any part of the aforesaid railroad may be situate, or any other court of competent jurisdiction, for the appointment of a new trustee or new trustees.

In witness whereof, the said party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its president and secretary; and the said party of the second part has caused its corporate seal to be hereto affixed and the same to be

attested by the signatures of its president and secretary, to testify its acceptance of the trust hereby created, the day and year first above written.

[SEAL]

Chicago and Iowa Railroad Company,
By F. E. HINCKLEY, *President.*

Attest:
E. L. CHAPMAN,
Secretary.

[SEAL]

R. G. ROLSTON,
President of the Farmers Loan and Trust Co.

Attest:
GEO. P. FITCH,
Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered that on this first day of November, A. D. 1869, before me, Norman T. Gassette, clerk of the Circuit Court in and for the county of Cook and State of Illinois, and residing in the city of Chicago in said county, personally came F. E. Hinckley, president of the Chicago and Iowa Railroad Company, E. L. Chapman, secretary of the same company, to me respectively personally known to be two of the real persons whose names are subscribed to the foregoing instruments; and they, the said F. E. Hinckley and E. L. Chapman, being by me severally duly sworn, did each for himself depose and say that he, the said F. E. Hinckley, resides in Chicago, in the county of Cook and State of Illinois, and that he is president of the Chicago and Iowa Railroad Company, and he, the said E. L. Chapman, resides in Chicago, in the county of Cook and State of Illinois, and that he is secretary of the same company; and that they know the corporate seal of said company, that the seal affixed to the foregoing instrument, purporting to be the seal of said company, is said corporate seal, that it was so affixed by order of the board of directors of said company, and that they severally signed their names thereto by the like order as president and secretary of said company respectively; and the said F. E. Hinckley and E. L. Chapman also severally acknowledged to me that they had executed the said instrument as the free and voluntary act and deed of the said Chicago and Iowa Railroad Company, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed the seal of said court at my office in Chicago, the day and year first above written.

[SEAL]

NORMAN T. GASSETTE,
Clerk.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK. } SS.

Be it remembered that on this 12th day of November, A. D. 1869, before me, T. B. Raynolds, a notary public residing in said city, duly commissioned and appointed, personally came R. G. Rolston, president of the Farmers Loan and Trust Company of New York, to me personally known to be one

of the real persons whose name is subscribed to the foregoing instrument, who, having been duly sworn, says that he resides in the said city of New York, that he is president of the Farmers Loan and Trust Company of New York, that he knows the corporate seal of said company, that the seal affixed to the foregoing instrument, purporting to be the seal of the last-mentioned company, is such corporate seal, that it was so affixed by order of said company, and that he signed his name thereto by the like order as president of said last-mentioned company; and the said R. G. Rolston further acknowledged to me that he had executed the said instrument as the free and voluntary act and deed of the said Farmers Loan and Trust Company of New York for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

[SEAL] T. B. RAYNOLDS,
Notary Public, New York County.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

I, Charles E. Loew, clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the same being a court of record, do hereby certify that T. B. Raynolds, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a notary public in and for the city and county of New York dwelling in said city, commissioned and sworn and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county the 13 day of Nov. 186—

[SEAL] CHAS. E. LOEW,
(U. S. Rev. Stamp) *Clerk.*

STATE OF ILLINOIS,
OGLE COUNTY. } ss.

I, E. K. Light, clerk of the Circuit Court and *ex officio* recorder in and for said county, do hereby certify that the above and foregoing is a true, full, and perfect copy of an instrument of writing of record in the recorder's office in said county, and that the same was filed on the 18th day of November, A. D. 1869, at the hour of 6. P. M., and recorded in book N of Mortgages on page 544, as appears from the records of my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, this 11th day of April, A. D. 1882.

[SEAL] E. K. LIGHT,
Clerk and Ex Officio Recorder.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
OGLE	November 18, 1869	N	544

RELEASE, October 1, 1895, William J. Ladd, Trustee, to The Chicago and Iowa Railroad Company.

Whereas, all the bonds issued under and secured by a Trust Mortgage, dated November first 1869, between the Chicago & Iowa Railroad Company and the Farmer's Loan and Trust Company, Trustee, have been fully paid, and all the agreements in said Trust Mortgage have been carried out on the part of the Railroad Company; and

Whereas, since the execution of said mortgage, said Farmer's Loan & Trust Company has been removed as Trustee, and Wm. J. Ladd has been duly appointed as successor in said Trust; in accordance with the terms of the mortgage:

Now therefore, I, Wm. J. Ladd, the sole Trustee under said mortgage, duly appointed in accordance with its terms, do hereby certify that the same has been and is fully paid and satisfied in all respects; and I, hereby, as such Trustee, release and discharge the property covered by said mortgage of and from the lien thereof.

In testimony whereof, I, Wm. J. Ladd, hereunto set my hand and seal, as such Trustee, this seventh day of October A. D. 1895.

WILLIAM J. LADD, *Trustee.* [SEAL]

Witness:
A. G. STANWOOD.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK. } ss.

I, Daniel C. Stanwood, a Notary Public, in and for said State, do hereby certify that, on this seventh day of October A. D. 1895, before me, personally appeared Wm. J. Ladd, to me personally known to be the same person who executed the foregoing instrument, and acknowledged, signed, sealed, and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and the year aforesaid.

[SEAL] DANIEL C. STANWOOD,
Notary Public.

RECORDED IN ILLINOIS

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KANE	October 10, 1895	352	293
DEKALB	October 12, 1895	65	284
OGLE	October 19, 1895	H	441
LEE	November 12, 1895	44	196
WINNEBAGO	November 30, 1895	133	315

TRUST MORTGAGE, July 1, 1871, The Chicago and Iowa Railroad Company to John W. Brooks and John W. Denison, Trustees.

This mortgage covers the Chicago and Iowa Railroad (subject to prior mortgage), and secures an issue of bonds amounting to $20,000 per mile. These bonds are dated July 1, 1871, have thirty years to run, bear interest

at the rate of eight per cent, payable semi-annually, and mature Jan. 1, 1901.

(The bonds amounting to $1,000,000, dated November 1, 1869, and secured by mortgage of that date, to be taken up with bonds issued under this mortgage.)

This Indenture, made this first (1st) day of July, in the year of our Lord one thousand eight hundred and seventy-one (1871), between the Chicago and Iowa Railroad Company, a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and John W. Brooks and John N. Denison, of Boston, in the State of Massachusetts, trustees herein and parties of the second part, witnesseth:—

That whereas, the Chicago and Iowa Railroad Company, by authority of its charter, and under the laws of the State of Illinois duly authorizing the same, consolidated its stock and property with that of the Ogle and Carroll County Railroad Company, thereby constituting of said companies one corporation in law, under the name of the Chicago and Iowa Railroad Company; and

Whereas, the said Chicago and Iowa Railroad Company, by virtue of such consolidation, and pursuant to the terms of its charter and other statutes and acts of the Legislature of said State of Illinois relating thereto, and of the organization of said company under and in accordance therewith, is authorized to construct and maintain a railroad from Joliet, in the county of Will and State of Illinois, by way of Aurora and Oregon to Foreston, in Ogle County in said State, a distance of one hundred and eleven (111) miles, and has already completed and in operation that part of its railroad between Aurora and Oregon, a distance of sixty-one (61) miles; and

Whereas, the said Chicago and Iowa Railroad Company is desirous of borrowing money in amount not exceeding twenty thousand (20,000) dollars per mile, for the purpose of constructing and equipping the remaining portion of its said railroad, in the construction of which it is now presently engaged, and for the purpose of defraying all the necessary expenses of right of way, transportation, interest on bonds, and all other charges connected with building, equipping and operating said railroad, and all the various appendages and appurtenances connected and to be connected therewith, and for the purpose of taking up the one thousand (1000) bonds of one thousand (1,000) dollars each issued by said Chicago and Iowa Railroad Company before said consolidation, and has resolved to issue and negotiate a series of bonds therefor, in amount not exceeding twenty thousand ($20,000) dollars per mile, as aforesaid, upon its said railroad extending from Joliet to Foreston aforesaid, which said bonds are to be in sums of one thousand ($1,000) dollars each, bearing date the 1st day of July, A. D. one thousand eight hundred and seventy-one (1871), having thirty (30) years to run to maturity, to bear interest at the rate of eight (8) per cent per annum, free of goverment tax, payable semi-annually on the first day of January and July in each year, at the office of the Chicago, Burlington and Quincy Railroad Company, Boston, Massachusetts, where principal and interest are made payable, or at such other place as the said company may

designate for that purpose: all of which said bonds are to bear the same date, and are to stand equally secured by this deed of trust, and are to be duly stamped with the revenue stamps required by law, and are to be numbered consecutively from number one (1) to the highest number which may be issued, inclusive; each of which said bonds is to be authenticated by a certificate signed by the trustees named in this deed of trust; and

Whereas, the said first party is authorized by its said charter and the laws aforesaid to secure said bonds by a mortgage of the whole or any part of its said railroad and property, and has therefore resolved to secure the punctual payment of the same, both principal and interest, by a trust mortgage of its said railroad, extending from Joliet to Foreston aforesaid, and of all of its corporate property and franchises of every nature and kind connected therewith, to the said party of the second part, trustees and mortgagees herein, for the benefit and security of the holders of said bonds.

Now, therefore, this indenture witnesseth: That the said Chicago and Iowa Railroad Company, in order to secure the payment of its said bonds and the interest thereon, and in consideration of the sum of five (5) dollars to it in hand paid by the said parties of the second part, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said parties of the second part, their successors in said trust and assigns, all the following and all the above described property, to wit: all the present and in future to be acquired property of the said railroad company, in and relating to the said railroad, and all the right, title, interest, and equity of redemption therein, that is to say: all the railroad of said party of the first part, now made and to be constructed, extending from Joliet to Foreston aforesaid, including the right of way therefor, road bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber, and materials, and property purchased or to be purchased for the construction of the said railroad, and all the engines, tenders, cars, and machinery, and all kinds of rolling stock now owned or to be hereafter purchased by said party of the first part, for and to be used upon said railroad; all the revenues and income of said railroad, and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements, and personal property used therein or along the line of said railroad.

To have and to hold the said railroad and property, and all and singular the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns; but for the following purposes and upon the following express trust, that is to say: in case the said Chicago and Iowa Railroad Company shall fail to pay the principal, or any part thereof, or any of the interest on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for thirty (30) days thereafter, then and in such case all of said bonds,

both principal and interest, shall thereupon, at the option of the holders thereof, become due and payable; and at the request of the holders of one tenth of said bonds, the parties of the second part, their successors in said trust or assigns, may enter into and take possession of all and singular the railroad, premises, and property hereby conveyed, and as the attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal and interest of all of such bonds remaining unpaid; or the said parties of the second part, their successors in said trust or assigns, at their discretion may, and on the written request of the holders of one tenth of said bonds then unpaid, shall cause the said premises, or so much thereof as shall be necessary to discharge the principal and interest of all of said bonds as may be unpaid, together with the expense of sale, to be sold at public auction, at Chicago, in the said State of Illinois, after giving thirty days' notice of the time and place and terms of such sale, by publishing the same in one of the principal newspapers for the time being published in each of the cities of Boston and Chicago, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance, in fee simple, for the same, which shall be a bar against the said Chicago and Iowa Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to the said premises or any part thereof. And the said trustees shall, after deducting from the proceeds of said sale the cost and expense thereof, and of managing the said property, and enough to indemnify and save themselves harmless from and against all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same may be then due and payable or otherwise, and shall restore the residue thereof to the said party of the first part, its successors and assigns: it being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption, or extension laws, by said party of the first part, its successors or assigns, nor any injunction or stay of proceedings be had, or any process be obtained or applied for by it or them to prevent such entry, sale, and conveyance, as aforesaid.

It is also hereby agreed and understood that it shall be lawful for the said railroad company, party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed, as it or they shall elect, until default shall be made in the payment of the principal or interest of said bonds, or of some one or more of them.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof, to the said parties of the second part, their successors in said trust and assigns, which

counsel may advise, for the more fully conveying the said premises and carrying into effect the objects and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said parties of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act.

And it is also hereby mutually agreed that the said parties of the second part, their successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them, when such agent shall have been employed with reasonable discretion; and that the said parties of the second part, and their successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed and understood that the said trustees shall not in any manner be liable or responsible for the acts of each other, to which they do not severally assent; and that in case of the death, mental incapacity, or resignation of one of the said trustees to act in the matter of said trust, all his right, estate, interest, power, and control in the premises shall be divested, cease, and determine, and the said railroad company and the surviving trustee may mutually agree upon a new trustee to supply the said vacancy; or failing so to agree, the said party of the first part or its successors may, or in case of its failure to take proceedings therefor for thirty (30) days, the holders of a majority of said bonds may apply to any court in the said State of Illinois having jurisdiction of the premises, to appoint a new trustee to supply said vacancy; and such new trustee, appointed in the manner aforesaid, shall become vested, for the purposes aforsaid, with all the rights and interests requisite to enable him to execute with the other the purposes of this trust, without any further assurance or conveyance of the same. But should it be desirable or necessary, the said parties hereto shall all execute and deliver such releases and conveyances as counsel shall advise; it being further expressly understood that the surviving trustee shall be fully empowered to execute all the purposes of this trust, until said vacancy shall be so supplied.

It is hereby expressly understood and agreed that until the one thousand bonds above mentioned as having been issued by said Chicago and Iowa Railroad Company before the said consolidation shall have been exchanged for the bonds herein specifically appropriated for that purpose, this indenture shall stand subject to such bonds and the trust mortgage securing the same.

It is hereby agreed and understood that the bonds herein provided for, and numbered from one (1) to one thousand (1,000), both inclusive, shall be issued by said trustees, for the purpose of exchanging and taking up

said one thousand (1,000) bonds, now outstanding, and for no other purposes whatsoever; and that bonds numbered one thousand and one (1,001) to fourteen hundred and fifty (1,450), inclusive, are designed and appropriated for the construction and equipment of that portion of said railroad extending from Joliet to Aurora, and are to be issued by said trustees exclusively and only for the construction and equipment of that portion of said railroad.

It is also expressly understood and agreed that no bond shall be deemed to be secured by or issued under this mortgage unless the same is countersigned by the trustees herein named, or their successors in said trust, and that the proceeds of the above-mentioned bonds of said first party, or so much thereof as may be necessary for that purpose, shall be applied to the objects and purposes hereinafter mentioned, and not otherwise.

And the said parties of the second part hereby accept the trust created by these presents.

In Witness Whereof, the said Chicago and Iowa Railroad Company has caused its corporate seal to be hereto affixed, attested by the secretary, and its corporate name to be hereunto subscribed by its president; and the said parties of the second part have also hereunto set their hands and seals, all on the day and year first above written.

The Chicago & Iowa Railroad Company,
[SEAL] *By* F. E. HINCKLEY,
Attest: W. G. TAYLOR, *Secretary.* *President.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered that on this first day of July, A. D. 1871, before me, a notary public residing in the city of Chicago, county of Cook and State of Illinois, duly commissioned by the governor of the State of Illinois to take acknowledgments and proofs of deeds and other instruments in writing, under seal, to be used or recorded in said State of Illinois, personally came F. E. Hinckley, president of the Chicago and Iowa Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in the city of Chicago, in the county of Cook and State of Illinois, that he is president of the Chicago and Iowa Railroad Company, that he knows the corporate seal of said company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, that it was affixed by order of said company, and that he signed his name to said conveyance by like order as president of said company; and acknowledged that he executed and delivered the said deed as his free and voluntary act, for the uses and purposes therein set forth, and that the said company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this seventh day of July, A. D. 1871.

[SEAL] LUCIUS V. PARSONS,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
DeKalb	August 22, 1871	29	562
Ogle	December 27, 1871	X	275
Kane	June 26, 1877	165	290
Lee	June 26, 1877	W	36
Kane	July 5, 1877	165	296
Lee	July 6, 1877	W	45

APPOINTMENT, April 5, 1886, William J. Ladd, Successor in Trust,—The Chicago and Iowa Railroad Company.

The Chicago and Iowa Railroad Company, and J. N. Denison, sole surviving Trustee under the mortgage made by said Chicago and Iowa Railroad Company to said Denison and J. W. Brooks, dated July 1st, 1871, do hereby, pursuant to the provisions of said mortgage, agree upon and appoint William J. Ladd as a Trustee under said mortgage to fill a vacancy now existing by reason of the decease of said J. W. Brooks.

In Witness Whereof, the said Chicago and Iowa Railroad Company, hereunto signs its corporate name by F. H. Head, its President, thereunto duly authorized by a vote of its Board of Directors passed on the 5th day of April 1886, and the said J. N. Denison signs his name as the sole surviving trustee.

The Chicago and Iowa Railroad Company,
[SEAL] *By* Franklin H. Head,
President.

Attest: L. O. Goddard, *Secretary.*

J. N. Denison,
Sole surviving Trustee.

April 29th, 1886.

I hereby accept the above appointment as Trustee under the said mortgage.

Wm J. Ladd.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
Kane	May 5, 1886	141	556
DeKalb	June 12, 1886	C	119
Lee	June 22, 1886	D	288
Ogle	July 12, 1886	G	301

RELEASE, April 3, 1895, Wm. J. Ladd and John N. Denison, Trustees, to The Chicago and Iowa Railroad Company.

Whereas, all the bonds issued under and secured by a Trust Mortgage, dated July first, 1871, between the Chicago & Iowa Railroad Company and John W. Brooks and John N. Denison, Trustees, have been fully paid, and

all the agreements in said Trust Mortgage have been carried out on the part of the Railroad Company; and

Whereas, since the execution of said mortgage, John W. Brooks has died, and Wm. J. Ladd has been duly appointed as his successor in said trust:

Now, Therefore, We, Wm. J. Ladd and John N. Denison, the surviving trustees under said mortgage, duly appointed in accordance with its terms, do hereby certify that the same has been and is fully paid and satisfied in all respects; and we hereby, as such Trustees, release and discharge the property covered by said mortgage of and from the lien thereof.

In Testimony Whereof, We, Wm. J. Ladd and John N. Denison, hereunto set our hands and seals as such Trustees, this 3d day of April, A. D. 1895.

J. N. DENISON, [SEAL]
WM. J. LADD, [SEAL]
Trustees.

Witness:
DANIEL C. STANWOOD, to W. J. L.
A. G. STANWOOD, to J. N. D.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, Daniel C. Stanwood, a Notary Public, in and for said State, do hereby certify that, on this third day of April A. D. 1895, before me, personally appeared Wm. J. Ladd and John N. Denison, to me personally known to be the same persons who executed the foregoing instrument, and acknowledged that they signed, sealed, and delivered the same as their free and voluntary acts, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

[SEAL]

DANIEL C. STANWOOD,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KANE	October 10, 1895	352	292
DEKALB	October 12, 1895	65	283
OGLE	October 19, 1895	H	442
LEE	November 12, 1895	44	195
WINNEBAGO	November 30, 1895	133	314

TRUST MORTGAGE, July 1, 1875, The Chicago, Rockford and Northern Railroad Company, to Robert P. Lane, Thomas D. Robertson, and Gilbert Woodruff, Trustees.

This mortgage covers the Chicago, Rockford and Northern Railroad, and secures an issue of bonds amounting to $250,000. These bonds are dated July 1, 1875, have twenty years and three months to run, bear interest at the rate of eight per cent, payable semi-annually, and mature Oct. 1, 1895.

This Indenture, made this first day of July, in the year of our Lord one thousand eight hundred and seventy-five (A. D. 1875), between the Chicago, Rockford and Northern Railroad Company, a corporation organized under and in accordance with the laws of the State of Illinois, party of the first part, and Robert P. Lane, Thomas D. Robertson, and Gilbert Woodruff, of the city of Rockford in the State of Illinois, trustees herein and parties of the second part, witnesseth:—

That whereas, the said Chicago, Rockford and Northern Railroad Company, pursuant to the terms of the statutes and acts of the Legislature of the State of Illinois creating it, and of the organization of said company under and in accordance herewith, is engaged in constructing a railroad to extend from a connection with the Chicago and Iowa Railroad at or near Rochelle, in the county of Ogle, to Rockford, in the county of Winnebago, in said State of Illinois, a distance of about twenty-four (24) miles, and has already located and laid the track of said railroad; and

Whereas, the said Chicago, Rockford and Northern Railroad Company is desirous of borrowing money to aid in the construction of and payment for materials and superstructure for said road, and has resolved to execute the bonds of said company therefor amounting to the sum of two hundred and fifty thousand ($250,000) dollars, as follows, to wit:—

Bonds numbers one (1) to three hundred (300) inclusive, for one hundred ($100) dollars each; numbers three hundred and one (301) to four hundred (400) inclusive, for five hundred ($500) dollars each; and numbers four hundred and one (401) to five hundred and seventy (570) inclusive, for one thousand ($1,000) dollars each, all bearing date on the first day of July, A. D. one thousand eight hundred and seventy-five (1875), having twenty (20) years and three (3) months to run to maturity, bearing interest at the rate of eight (8) per cent per annum, and payable semi-annually on the first days of April and October in each year, at the Third National Bank of Chicago, Illinois, where both principal and interest are made payable, or at such other place as the said company may designate for that purpose: all of which said bonds are to bear the same date and are to stand equally secured by this deed of trust, and each of which said bonds is to be authenticated by certificate signed by at least two of the trustees named in this deed of trust.

Now, therefore, this indenture witnesseth: That the said Chicago, Rockford and Northern Railroad Company, in order to secure the payment of the said bonds and the interest thereon, and in consideration of the sum of five ($5) dollars to it in hand paid by the said parties of the second part at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said parties of the second part, their successors in said trust and assigns, all the following and all the above described property, to wit:—

All the present and in the future to be acquired property of the said railroad company in and relating to the said railroad, and all the right, title, interest, and equity of redemption therein, that is to say:—

All the railroad of said party of the first part, now made and to be constructed, extending from the connection at or near Rochelle to Rockford aforesaid, including the right of way therefor, road bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber, and materials, and property purchased or to be purchased for the construction of the asid railroad, and all kinds of property now owned or to be hereafter purchased by said party of the first part for and to be used upon said railroad; all the revenues and incomes of said railroad, and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements, and personal property belonging to said railroad company, and including depot and depot grounds in Rockford.

To have and to hold the said railroad and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns, but for the following purposes and upon the following express trust, that is to say:—

In case the said Chicago, Rockford and Northern Railroad Company shall fail to pay the principal or any part thereof, or any of the interest, on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for ninety (90) days thereafter, then and in such case all of said bonds, both principal and interest, shall thereupon at the option of the holders thereof become due and payable, and at the request of the holders of three fifths (3/5) of said bonds, the said parties of the second part, their successors in said trust or assigns, may enter into and take possession of all and singular the said railroad premises and property hereby conveyed, and as the attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal and interest of all of such bonds remaining unpaid; or the said parties of the second part, their successors in said trust or assigns, at their discretion may, and on the written request of the holders of three fifths (3/5) of said bonds in amount then unpaid, shall cause the said premises, or so much thereof as shall be necessary to discharge the principal and interest of all of said bonds as may be unpaid, together with the expense of sale, to be sold at public auction at Rockford, in the said State of Illinois, after giving not less than sixty (60) days' notice of the time and place and terms of such sale by publishing the same in one of the newspapers for the time being published in the city of Rockford, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said Chicago, Rockford and Northern Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them,

of all right, interest, or claim in or to the said premises or any part thereof; and the said trustees *shall*, after deducting from the proceeds of said sale the cost and expense thereof, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same may be then due and payable or otherwise, and shall restore the residue thereof to the said party of the first part, its successors and assigns.

It is also hereby agreed and understood that it shall be lawful for the said railroad company, party of the first part, or its assigns, to dispose of the current net incomes of said road hereby conveyed, as it or they shall elect, until default shall be made in the payment of the principal or interest of said bonds, or of at least one half of them.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said parties of the second part, their successors in said trust and assigns, which counsel may advise for the more fully conveying the said premises, and carrying into effect the objects and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is expressly understood that this and all such subsequent conveyances executed by said party of the first part to said party of the second part are in trust only, and that said party of the second part, their successors or assigns, do not hereby, or by any such subsequent conveyances, acquire an absolute title to said property, excepting as such trustees for the purposes hereby intended or expressed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said parties of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act.

And it is also hereby mutually agreed that the said parties of the second part, their successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them, when such agent shall have been employed with reasonable discretion, and that the said parties of the second part, and their successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed and understood that the said trustees shall not in any manner be liable or responsible for the acts of each other to which they do not severally assent, and that in case of the death, mental incapacity, or resignation of either of said trustees to act in the matter of said trust, all his right, estate, interest, power, and control shall be divested, cease, and determine, and the said railroad company and the surviving trustee or trustees may mutually agree upon a new trustee to supply the said vacancy; or failing so to agree, the said party of the first part or its

successors may, or in case of its failure to take proceedings therefor, for ninety (90) days, the holders of a majority of said bonds may apply to any court in the said State of Illinois, having jurisdiction of the premises to appoint a new trustee to supply said vacancy; and such new trustee appointed in the manner aforesaid shall become vested for the purposes aforesaid with all the rights and interests requisite to enable him to execute with the others the purposes of this trust, without any further assurance or conveyance of the same. But should it be desirable or necessary, the said parties hereto shall all execute and deliver such releases and conveyances as counsel shall advise, to make said trust complete.

It is further expressly understood that the surviving trustee or trustees shall be fully empowered to execute all the purposes of this trust until said vacancy shall be supplied.

It is also expressly understood and agreed that no bond shall be deemed to be secured by or issued under this mortgage unless the same is countersigned by not less than two of the trustees herein named, or their successors in said trust.

And the said parties of the second part hereby accept the trust created by these presents.

In Witness Whereof, the said Chicago, Rockford and Northern Railroad Company has caused its corporate seal to be hereto affixed, attested by its secretary, and its corporate name to be hereunto subscribed by its president; and the said parties of the second part have also hereunto set their hands and seals all on the day and year first above written.

The Chicago, Rockford and Northern Railroad Company,

[SEAL] *By* DANIEL B. WATERMAN,
President.

Attest: B. T. LEWIS, *Secretary.*

ROBERT P. LANE, [SEAL]
THOMAS D. ROBERTSON, [SEAL]
GILBERT WOODRUFF, [SEAL]
Trustees.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered that on this first day of July, A. D. 1875, before me, a notary public in and for the said county of Cook and State of Illinois, personally came Daniel B. Waterman, president of the Chicago, Rockford and Northern Railroad Company, who is personally known to me to be the identical person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in the city of Aurora, Kane County, State of Illinois, that he is president of the Chicago, Rockford and Northern Railroad Company, that he knows the corporate seal of said company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, that it was affixed by order of said company; and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth,

and that the said company also executed said conveyance as its free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof, I have hereto set my hand and notarial seal this first day of July, A. D. 1875.

[SEAL] M. L. ETTINGER,
Notary Public.

STATE OF ILLINOIS, } ss.
OGLE COUNTY. }

No. 65645.

I, E. K. Light, clerk of the Circuit Court, and *ex officio* recorder in and for said county, do hereby certify that the above and foregoing is a true, full, and perfect copy of an instrument of writing of record in the recorder's office in said county, and that the same was filed in said office on the 6th day of July, A. D. 1875, at the hour of 10 o'clock A. M., and recorded in book 32 of Mortgages, on page 4, as appears from the records of my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court, at said office, in the city of Oregon in said county, this 1st day of April, A. D. 1882.

[SEAL] E. K. LIGHT,
Clerk and Recorder.

RELEASE, November 1, 1895, Thomas D. Robertson and Gilbert Woodruff, Trustees, to The Chicago, Rockford and Northern Railroad Company.

Whereas, all the bonds issued under and secured by a trust Mortgage, dated July 1st, 1875, between the Chicago, Rockford & Northern Railroad Company and Robert P. Lane, Thomas D. Robertson, and Gilbert Woodruff, Trustees, have been fully paid, and all the agreements in said Trust Mortgage have been fully carried out on the part of said Railroad Company; and

Whereas, since the execution of said Mortgage Robert P. Lane has died;

Now, Therefore, We, Thomas D. Robertson and Gilbert Woodruff, the surviving Trustees under said Mortgage, do hereby certify that the same has been and is fully paid and satisfied in all respects, and we hereby, as such Trustees, release and discharge the property covered by said Mortgage of and from the lien thereof.

In Testimony Whereof, We, Thomas D. Robertson and Gilbert Woodruff hereunto set our hands and seals, as such Trustees, this first day of November, A. D. 1895.

Witness:
J. T. JOSLIN.
W. A. PETERSON.

THOS. D. ROBERTSON, [SEAL]
Trustee.
GILBERT WOODRUFF, [SEAL]
Trustee.

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO. } SS.

I, W. F. Woodruff a Notary Public in and for said County and State, do hereby certify that on this first day of November, A. D. 1895, before me, personally appeared Thomas D. Robertson, to me personally known to be the same person who executed the foregoing instrument, and acknowledged that he signed, sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

[SEAL] W. F. WOODRUFF,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO. } SS.

I, W. F. Woodruff a Notary Public in and for said County and State, do hereby certify that on this first day of November, A. D. 1895, before me, personally appeared Gilbert Woodruff, to me personally known to be the same person who executed the foregoing instrument, and acknowledged that he signed, sealed and delivered the same as his free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

[SEAL] W. F. WOODRUFF,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
OGLE	November 4, 1895	H	444
WINNEBAGO	November 23, 1895	133	313

TRUST MORTGAGE, October 1, 1875. The Chicago, Rockford and Northern Railroad Company to Ralph Plumb and Arthur B. Meeker Trustees.

This mortgage covers the Chicago, Rockford and Northern Railroad (subject to mortgage of July 1, 1875, for $250,000) and secures an issue of bonds amounting to $150,000. These bonds are dated Oct. 1, 1875, have twenty years to run, bear interest at the rate of eight per cent, payable semi-annually, and mature Oct. 1, 1895.

No. 68882.

This Indenture, made this first day of October, in the year of our Lord one thousand eight hundred and seventy-five (A. D. 1875), between the Chicago, Rockford and Northern Railroad Company, a corporation organized under and in accordance with the laws of the State of Illinois, party of the first part, and Ralph Plumb and Arthur B. Meeker, of the city of Chicago and State of Illinois, trustees herein and parties of the second part, witnesseth:—

That whereas, the said Chicago, Rockford and Northern Railroad Com-

pany, pursuant to the terms of the statues and acts of the Legislature of the State of Illinois creating it, and of the organization of said company, and under and in accordance therewith, has constructed and put in operation a railroad extending from a connection with the Chicago and Iowa Railroad, at or near Rochelle, in the county of Ogle, to Rockford, in the county of Winnebago, in said State of Illinois, a distance of about twenty-four (24) miles.

And whereas, the said Chicago, Rockford and Northern Railroad Company is desirous of borrowing money to aid in the construction of and payment for material and superstructure for said road, and has resolved to execute the bonds of said company therefor, amounting to the sum of one hundred and fifty thousand ($150,000) dollars, as follows, to wit:—

Bonds numbered from No. six hundred and one (601) to seven hundred and fifty (750) inclusive, for one thousand dollars ($1,000) each, all bearing on the first day of October, A. D. 1875, and having twenty years to run to maturity, bearing interest at the rate of eight (8) per cent per annum, and payable semi-annually on the first days of April and October in each year, both principal and interest payable at the Third National Bank of Chicago, Illinois, or at such other place as the said company may designate for that purpose. All of said bonds are to stand equally secured by this deed of trust, and each of said bonds is to be authenticated by a certificate signed by said trustees.

Now, therefore, this indenture witnesseth: That the said Chicago, Rockford and Northern Railroad Company, in order to secure the payment of the said bonds and the interest thereon, and in consideration of the sum of five ($5) dollars to it in hand paid by the said parties of the second part at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said parties of the second part, their successors in said trust and assigns all the following and all the above described property, to wit:—

All the present and in future to be acquired property of the said railroad company in and relating to the said railroad, and all the right, title, interest, and equity of redemption therein, that is to say:—

All the railroad of said party of the first part, now made and to be constructed, extending from the connection at or near Rochelle to Rockford aforesaid, including the right of way therefor, road bed, superstructure, iron ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber, and materials, and property purchased or to be purchased for the construction of the said railroad, and all kinds of property now owned or to be hereafter purchased by said party of the first part for and to be used upon said railroad; all the revenues and income of said railroad, and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shops, tools, implements, and personal property belonging to said railroad company, and including depot and depot grounds in Rockford.

Subject, nevertheless, to the lien of certain deed of trust made by said party of the first part to Robert P. Lane, Thomas D. Robertson, and Gilbert Woodruff, trustees, bearing date July 1, A. D. 1875 to secure the payment of $250,000 of the bonds of the said party of the first part; for a more full description whereof reference is hereby made to the record thereof in the recorder's office of Winnebago County, Illinois, in book 48 of Mortgages, at page 301, as also the record thereof in the recorder's office of Ogle County, Illinois, in book 32 of Mortgages, at page 4.

To have and to hold the said railroad and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns, but for the following purpose and upon the following express trust, that is to say:—

In case the said Chicago, Rockford and Northern Railroad Company shall fail to pay the principal or any part thereof, or any of the interest, on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for ninety (90) days thereafter, then and in such case all of said bonds, both principal and interest, shall thereupon, at the option of the holders thereof, become due and payable, and at the request of the holders of three fifths (3/5) of said bonds the said parties of the second part, their successors in said trust or assigns, may enter into and take possession of all and singular the railroad premises and property hereby conveyed, and as the attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use, and employ the same, making from time to time all needful repairs, alterations, and additions thereto, and after deducting the expenses of such use, repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal and interest of all such bonds remaining unpaid; or the said parties of the second part, their successors in said trust or assigns, at their discretion may, and on the written request of the holders of three fifths (3/5) of said bonds in amount then unpaid, *shall* cause the said premises, or so much thereof as shall be necessary to discharge the principal and interest of all of said bonds as may be unpaid, together with the expense of sale, to be sold at public auction at Chicago, in the said State of Illinois, after giving not less than sixty (60) days' notice of the time and place and terms of such sale by publishing the same in one of the newspapers for the time being published in the city of Chicago, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said Chicago, Rockford and Northern Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to the said premises, or any part thereof: and the said trustees shall, after deducting from the proceeds of said sale the costs and expenses thereof apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same may be then due and payable

or otherwise, and shall restore the residue thereof to the said party of the first part, its successors and assigns.

It is also hereby agreed and understood that it shall be lawful for the said railroad company, party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed as it or they shall elect, until default shall be made in the payment of the principal or interest of said bonds or of at least one half of them.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said parties of the second part, their successors in said trust and assigns, which counsel may advise for the more fully conveying the said premises, and carrying into effect the objects and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It being expressly understood that by this and all such subsequent conveyances, executed by said party of the first part, the said parties of the second part, their successors or assigns, do not hereby or by any such subsequent conveyances acquire an absolute title to said property, excepting as such trustees for the purpose hereby indicated or expressed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said parties of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act.

And it is also hereby mutually agreed that said parties of the second part, their successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them, when such agent shall have been employed with reasonable discretion; and that the said parties of the second part, and their successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed and understood that the said trustees shall not in any manner be liable or responsible for the acts of each other to which they do not severally assent, and that in case of the death, mental incapacity, or resignation of either of the said trustees to act in the matter of said trust, all his rights, estate, interest, power, and control in the premises shall be devested, cease, and determine, and the said railroad company and the surviving trustee or trustees may mutually agree upon a new trustee to supply the said vacancy; or failing so to agree, the said party of the first part or its successors may, or in case of its failure to take proceedings therefor for ninety (90) days, the holders of a majority of said bonds may apply to any court in the said State of Illinois having jurisdiction of the premises to appoint a new trustee to supply said vacancy, and such new trustee appointed in the manner aforesaid shall become vested for the purposes aforesaid with all the rights and interests requisite to enable him to

execute with the others the purposes of this trust, without any further assurance or conveyance of the same. But should it be desirable or necessary, the said parties hereto shall all execute and deliver such releases and conveyances as counsel shall advise to make said trust complete; it being further expressly understood that the surviving trustee or trustees shall be fully empowered to execute all the purposes of this trust until said vacancy shall be supplied.

It is also expressly understood and agreed that no bond shall be deemed to be secured by or issued under this mortgage unless the same is countersigned by not less than two of the trustees herein named or their successors in said trust.

And the said parties of the second part hereby accept the trust created by these presents.

In witness whereof, the said Chicago, Rockford and Northern Railroad Company has caused its corporate seal to be hereto affixed, attested by its secretary, and its corporate name to be hereto subscribed by its president; and the said parties of the second part have also hereunto set their hands and seals, all on the day and year first above written.

THE CHICAGO, ROCKFORD AND NORTHERN RAILROAD COMPANY,

[SEAL] By DANIEL B. WATERMAN, *President.*

Attest: B. T. LEWIS, *Secretary.*

RALPH PLUMB [SEAL]

A. B. MEEKER [SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Be it remembered that on this 12th day of September, A. D. 1876, before me, a notary public in and for the said county of Cook and State of Illinois, personally came Daniel B. Waterman, president of the Chicago, Rockford and Northern Railroad Company, who is personally known to me to be the identical person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in the city of Aurora, Kane County, State of Illinois, that he is president of the Chicago, Rockford and Northern Railroad Company, That he knows the corporate seal of said company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, and that he signed his name to said conveyance by like order as president of said company; and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth, and that the said company also executed said conveyance as its free and voluntary act for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal this 12th day of September, A. D. 1876.

[SEAL] M. L. ETTINGER,
Notary Public.

STATE OF ILLINOIS, } ss.
OGLE COUNTY, }

I, E. K. Light, clerk of the Circuit Court, and *ex officio* recorder in and for said county, do hereby certify that the above and foregoing is a true, full and perfect copy of an instrument of writing of record in the recorder's office in said county, and that the same was filed in said office on the 19th day of September, A. D. 1876, at the hour of 9 o'clock A. M., and recorded in book 32 of Mortgages, on page 122, as appears from the records of my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at said office in the city of Oregon, in said county, this 1st day of April, A. D. 1882.

[SEAL] E. K. LIGHT,
Clerk and Recorder.

RELEASE, June 29, 1881. John C. Seyster, Special Master under and by decree entered June 17, 1881. Circuit Court, Ogle County, Illinois.

J. C. SEYSTER, SPEC. MAS. C.

To CHICAGO, ROCKFORD AND NORTHERN R. R. CO.

Whereas, on June 17th, A. D. 1881, a decree was entered in the Ogle County Circuit Court, in a cause then pending, wherein Benjamin T. Lewis and Francis E. Hinckley were complainants, and the Chicago, Rockford and Northern Railroad Company and others were defendants, in and by which decree it was amongst other things decreed that Ralph Plumb and J. Irving Pierce, the trustees of a certain trust deed or mortgage mentioned in said decree, and which was made and executed by the Chicago, Rockford and Northern Railroad Company, to said Ralph Plumb and one Arthur B. Meeker as trustees (said Meeker having resigned and said J. Irving Pierce having been duly appointed to fill the vacancy thus created), within ten days after the entry of this decree, the said Ralph Plumb and J. Irving Pierce, as trustees under said deed of trust or mortgage, execute, acknowledge, and record in the recorder's office of the counties of Ogle and Winnebago a proper satisfaction and discharge of the said deed of trust or mortgage, so as to fully cancel the same of record in said counties of Ogle and Winnebago; and in case of the failure of the said trustees to so cancel and discharge the said deed of trust or mortgage within the time aforesaid then and in that case it is adjudged and decreed that John C. Seyster, Esq., who is hereby appointed special master in chancery of this court for that purpose (James H. Cartwright, the master in chancery of this court, being of counsel in this case), do in due form of law cancel and discharge of record the said deed of trust or mortgage in the said counties of Ogle and Winnebago, and that when so discharged by the trustees, or on their failure so to do, by the said master in chancery of this court, that said deed of trust or mortgage be fully satisfied, discharged, and cancelled of record, and shall thereafter be held for naught; and whereas the mortgage or trust deed thus ordered to be

cancelled is described in said decree as having been made and executed by the said Chicago, Rockford and Northern Railroad Company, and bears date October 1st, 1875, and was duly acknowledged September 12th, 1876, and recorded in the recorder's office of Ogle County, September 19th, 1876, at 9 o'clock in the forenoon, in book 32 of Mortgages, at page 122, and in the recorder's office of Winnebago County, September 14th, 1876, at 10 o'clock and thirty minutes in the forenoon, in book 48 of Mortgages, at page 439. *And whereas,* ten days have elapsed since the entry of said decree, and said Ralph Plumb and J. Irving Pierce, trustees as aforesaid, have neglected and failed to execute, acknowledge, and record a proper satisfaction and discharge of said deed of trust or mortgage as required by said decree.

Now, Therefore, this indenture witnesseth: That for and in consideration of the premises, and of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, the said John C. Seyster, special master in chancery, appointed in and by said decree aforesaid, does hereby acknowledge that the said mortgage or deed of trust, so as aforesaid executed, acknowledged, and recorded, has been fully satisfied and discharged, and the recorders of the counties of Ogle and Winnebago respectively are hereby directed to cancel the said deed of trust or mortgage of record in their respective counties.

In Witness Whereof, I have hereunto set my hand in seal this 29th day of June, A. D. 1881.

[SEAL] JOHN C. SEYSTER,
Special Master in Chancery of the Circuit Court of Ogle County, Illinois.

STATE OF ILLINOIS }
COUNTY OF OGLE } ss.

I, E. K. Light, clerk of the Circuit Court and *ex offico* recorder in hereby certify that John C. Seyster, personally known to me to be the same person by that name whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of June, A. D. 1881.

[SEAL] E. P. PIERSAL,
Notary Public

STATE OF ILLINOIS }
OGLE COUNTY } ss.

I, E. K. Light, clerk of the Circuit Court and *ex officio* recorder in and for said county, do hereby certify that the above and foregoing is a true, full, and perfect copy of an instrument of writing of record in the recorder's office in said county, and that the same was filed in said office on the 29th day of June, A. D. 1881, at the hour of 4 o'clock P. M., and recorded in book C of Releases, on page 584, as appears from the records of my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at said office in the city of Oregon, in said county, this 1st day of April, A. D. 1882.

[SEAL] E. K. LIGHT,
Clerk and Recorder.

Office of Clerk of the Circuit Court and Ex-officio Recorder.

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO } ss.

I, Lewis F. Lake, Clerk of the Circuit Court and Keeper of the Seal thereof, and Custodian of the Records and Files of said Court, and Ex-officio Recorder in and for the County of Winnebago, in the State of Illinois, do hereby certify that I have carefully examined the foregoing and hereto annexed Transcript of Record with the original record in this office, and that the same is a true and correct copy of the original record of Release of Trust Deed or Mortgage, Said Release being made by John C. Seyster, Master in Chancery of Ogle Co., Illinois, releasing mortgage given by Chicago, Rockford and Northern Railroad Co. to Ralph Plumb and Arthur B. Meeker as Trustees. Said Release being recorded in Book 2 of Miscellaneous Record on Page 334 of Records in Winnebago County, Illinois.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Rockford, this Seventeenth day of October, A. D. 1895.

[SEAL] LEWIS F. LAKE,
Clerk and Ex-officio Recorder.

THE CHICAGO AND ROCK RIVER RAILROAD COMPANY

This company was incorporated by a Special Act of the Illinois Legislature approved and in force March 24, 1869, to build a railroad "from a point on the south side of Rock River, at or near a place opposite Sterling, running eastwardly or south of east, crossing the Illinois Central Railroad at the City of Amboy, Lee County; thence in a southerly direction, intersecting the Chicago & Rock Island, or the Chicago & Burlington Railroad, in Bureau County, Ill.; also running from the City of Amboy in an easterly direction over the most eligible section, crossing the Chicago & Burlington Railroad at or near Somonauk, at or near Aurora, at or near some point between these points, thence easterly, intersecting the Chicago Branch of the Illinois Central Railroad outside of the Corporation of Chicago."

It was organized at Amboy, May 14, 1869, and built forty-six and ninety five hundredths miles from Rock Falls to Shabbona, the line being completed October 16, 1872.

In 1884 the Chicago, Burlington & Quincy Railroad Company extended said line from Rock Falls to Sterling, including a bridge over Rock River, a distance of sixty eight hundredths of a mile.

Of date July 1, 1871, the Company made a Mortgage of its road to the Farmers Loan & Trust Company of New York, to secure an issue of bonds amounting to $900,000, and October 9, 1872, is executed a Lease in perpetuity of its road to the Chicago, Burlington & Quincy Railroad Company, which agreed, as part of the rental, to pay the interest upon said Bonds and their renewals.

The Chicago and Rock River Railroad Company conveyed all its property by deed to the Chicago, Burlington & Quincy Railroad Company June 1, 1899.

ACT OF LEGISLATURE

Approved March 24, 1869.

AN ACT to Incorporate the Chicago and Rock River Railroad Company.

SECTION I. *Be it enacted by the People of the State of Illinois, represented in the General Assembly.* That John R. Snyder, Henry E. Badger, William E. Ives, Alonzo Kinyon, Taylor McWharton, Augustus Smith, C. W Marsh, R. M. Richard, Lewis Stewart, Irus Coy, Robert Hopkins, and their associates and successors, are hereby made a body politic and corporate, by the name and style of "The Chicago and Rock River Railroad Company," with perpetual succession; and by that name they may sue and be sued, plead and be impleaded, in any court of law or equity; may make and use a common seal, alter and renew the same at pleasure; and are hereby vested with all the powers and privileges which are or may be necessary to carry into effect the purposes and objects of this act, as herein set forth. Said company are hereby authorized and empowered to locate, construct a railroad, with a single or double tracks, from a point on the south side of Rock River, at or near a place opposite Sterling, running eastwardly or south of east, crossing the Illinois Central Railroad at the city of Amboy, Lee county; thence in a southerly direction, intersecting the Chicago and Rock Island Railroad, or the Chicago and Burlington Railroad, in Bureau county, Illinois; also, running from the city of Amboy, in an easterly direction, over the most eligible section, crossing the Chicago Burlington Railroad at or near Somanauk, at or near Aurora, or at some point between those points; thence, easterly, intersect the Chicago branch of the Illinois Central Railroad outside of the corporation of the city of Chicago; and for this purpose, the said company are authorized to lay out and locate their said road, not exceeding one hundred feet in width, through the whole length of said route, and for the purpose of cuttings, embankments, stone and gravel, may take and appropriate as much more land as may be necessary for the construction and security of said road.

§ 2. The capital stock of said company shall consist of one million dollars, which may be increased to any amount not exceeding the actual cost of construction and equipping the said road, to be divided into shares of one hundred dollars each. All the corporate powers shall be vested in and exercised by a board of directors, who shall be chosen by the stockholders of said company, in the manner herein provided for, and who shall hold their offices for one year, or until their successors shall be duly elected and qualified. Said directors shall elect one of their number president, and may appoint such others officers as they may think necessary to the proper management of the business of said company.

§ 3. Said corporation is hereby authorized to make surveys of the grounds, and determine the most eligible route whereon to construct said railroad; and it shall be lawful for said company to enter upon and take possession, and use all such lands and real estate as may be necessary for the construction and maintenance of said railroad, its depots, side tracks, water stations, engine houses, machine shops, and other buildings and appendages necessary to the construction of said railroad: *Provided*, that all lands and real estate extend [entered] upon and taken possession of

by said corporation, for the purpose aforesaid, shall be paid for by said company in the manner provided for by law when lands are necessary for the construction of public roads, canals and other public works, unless otherwise mutually agreed by the owner or owners thereof and said company.

§ 4. The annual meeting of the stockholders of said company shall be held at such place on the line of said railroad, and at such time as may be provided for in the by-laws of said company, and at all meetings each stockholder shall be entitled to cast one vote for each share of stock standing in the name of such stockholder; and an absent stockholder may vote by proxy authorized in writing.

§ 5. The persons named in the first section of this act are hereby appointed commissioners to open books for the subscription to said stock; and whenever fifty thousand dollars shall have been subscribed and ten per cent. thereof paid in, said commissioners shall call a meeting of stock subscribers—notice of which time and place of meeting shall be given, either personally or in writing to each subscriber, five days, at least, before said time of meeting, or by publication in two daily newspapers, published in the city of Chicago, two days, at least, prior thereto; and at such meeting, said subscribers may elect a board of directors, and transact other business necessary to the organization of said company; and when said directors are elected, said commissioners shall transfer to them said books of subscription, and pay over to their treasurer, or other financial agent, on the order of said directors, all sums of money paid in by the subscribers to said stock. No person shall be eligible to the office of director unless he shall be a stockholder; and whenever such director shall cease to be a stockholder, his term of office as director shall expire.

§ 6. The directors of said company are hereby authorized to receive subscriptions to their capital stock from any corporation, county, city or town, on such terms and in such amounts as they may deem for the interest of said company, in accordance with the by-laws of said company.

§ 7. The said corporation may take and carry for hire, on said railroad, any person or persons, merchandise and other property, by steam or other power, and receive such rates for carriage and transportation of passengers and freights thereon as the directors may establish; and said directors are hereby authorized to make all necessary rules and regulations for the carriage of freight and passengers, and for the transaction of the general business of said company; and in case of a vacancy occuring [in] the board of directors of said company, at any time prior to an annual election, such vacancy may be filled for the remainder of said year by the remaining directors.

§ 8. Whenever it shall be necessary, in the construction of said railroad to intersect or cross a track of any other railroad, or stream of water, or water-course, or highway, on the route of said railroad, it shall be lawful for the company to construct their road across or upon the same: *Provided,* said corporation shall restore said railroad, stream of water, water-course, road or highway thus intersected or crossed, so nearly to its former state as not to materially impair its usefulness.

§ 9. Said corporation shall have power to borrow money, at a rate of interest not exceeding ten per cent. per annum, payable semi-annually, and may execute bonds therefor, with interest coupons thereto attached, and secure payment of the same by mortgage on the whole or any part of said railroad property and incomes, then existing or thereaftor to be acquired, and may annex to said mortgage bonds the privilege of converting the same into the capital stock of said company, at par, at the option of the holder, if the said bondholders shall signify in writing their desire so to do to the board of directors of said company one year or more prior to the maturity of said bonds.

§ 10. To aid in the construction of said road by said company, any incorporated city, town, or any township organized under township organization law of this State, along or near the route of said road, may subscribe to the capital stock of said company.

§ 11. No such subscription shall be made until the question has been submitted to the legal voters of such city, town or township in which the subscription is proposed to be made; and the clerk of such city, town or township, is hereby required, upon presentation of a petition signed by at least ten citizens who are legal voters and tax-payers in such city, town or township, stating the amount proposed to be subscribed, to post up notices in three public places in each town or township; which notices shall be posted not less than thirty days before the day of holding such election, notifying the legal voters of such town or township to meet at the usual place of holding elections in such town or township, for the purpose of voting for or against such subscription. If it shall appear that a majority of all the legal voters of such city, town or township, voting at such election, have voted "for subscription," it shall be the duty of the president of the board of trustees, or other executive officer of such town, and of the supervisor in townships, to subscribe to the capital stock of said railroad company in the name of such city, town or township, the amount so voted to be subscribed, and to receive from said company the proper certificates therefor. He shall also execute to said company, in the name of such city, town or township, bonds bearing interest at ten per cent. per annum; which bonds shall run for a term of not more than twenty years, and the interest on the same shall be made payable annually, and which said bonds shall be signed by such president or supervisor, or other executive officer, and be attested by the clerk of the city, town or township in whose name the bonds are issued, and it shall be his duty to make out a record of the issue of said bonds, which shall be delivered to the president or secretary of said company, for the use of said company.

§ 12. It shall be the duty of the clerk of any such city, town or township, in which a vote shall be given in favor of subscription, within ten days thereafter, to transmit to the county clerk of their counties a transcript or statement of the vote given and the amount so voted to be subscribed, and the rate of interest to be paid: *Provided*, that when elections shall be held and bonds issued, as aforesaid, it shall be the duty of the clerk of such town or township to file with the county clerk of their respective counties, within ten days after the issuing of said bonds,

certificates of the amount of bonds issued, and the rate of interest payable thereon, and number of each bond.

§ 13. It shall be the duty of the county clerk of said county, annually after the execution and delivery of such bond aforesaid, to compute and assess upon all the taxable property returned by the assesor of such city, town or township, any rate, not exceeding three per cent. in any one year, and disbursements upon all bonds so issued by the respective cities, towns or townships; which tax shall be extended upon the collectors books, as other taxes are, and, when collected, shall be paid to the treasurer of the county, and such city, town or township shall, when providing for the levying and collecting of other taxes, also assess upon the property of such city, town or township, any rate, not exceeding three per cent. in any one year, upon the assessment to provide a fund for the redemption of the principal and interest of such bonds as or when they become due, said taxes to be levied and collected as other taxes are; but no tax shall be computed, assessed or collected, or any interest paid, to be applied upon said bonds, unless such bonds have been executed and delivered.

§ 14. It shall be the duty of the county treasurer to pay out, on the presentation to him of the bonds issued by any such town or township, aforesaid, the amount due upon such bonds for interest and for principal, when any tax shall be assesed and collected to pay principal, any money in his hands for that purpose, and indorse any payments of interest or principal upon said bonds; and when said bonds shall be redeemed and paid, he shall receive and cancel the same and return the same to the said president, or supervisor or other executive officer of said city, town or township. The town collector and county treasurer shall receive the same percentage for receiving and disbursing such taxes as they now receive for collecting and disbursing school funds.

§15. This company shall furnish ample facilities for the transportation of fire-wood and fuel of every description, at as low rates as other freights of a similar class.

§ 16. This act shall be a public act, and take effect from and after its passage.

APPROVED March 24, 1869.

Private Laws Illinois 1869, Vol. 2, Page 965

LEASE, October 9, 1872. The Chicago and Rock River Railroad Company to Chicago Burlington & Quincy Railroad Company.

This Indenture, made and entered into this ninth day of October, A. D. eighteen hundred and seventy-two (1872), by and between the CHICAGO AND ROCK RIVER RAILROAD COMPANY of the first part and the CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, party of the second part, both corporations organized and existing in accordance with the laws of the State of Illinois.

Whereas, the Chicago and Rock River Railroad Company is authorized by its charter and the laws of the State of Illinois to construct, maintain, and operate a railroad from Rock Falls on Rock River, in Whiteside County,

by way of Lockport to Calumet on the Illinois Central Railroad, near Chicago.

And Whereas, the Chicago and Rock River Railroad Company has completed the first division of its railroad, extending from Rock Falls aforesaid to its junction with the Chicago and Iowa Railroad near Shabbona Grove, in De Kalb County, Illinois, a distance of about forty-five (45) miles, and made it ready for the equipment.

And Whereas, for the purpose of constructing said division of said railroad, said first party has executed and issued its bonds of the date of July first (1st), A. D. 1871, at the rate of twenty thousand dollars ($20,000) per mile, amounting in the aggregate to nine hundred thousand dollars ($900,000), of one thousand dollars each, having thirty years to run to maturity, bearing interest at the rate of eight per cent per annum, free of government tax and payable semi-annually, with both principal and interest payable at the office of the company in Chicago, Illinois, or at the agency of the company in Boston or New York, which said bonds are secured by a mortgage of its railroad, property, and franchise of even date with said bonds, executed to the Farmers' Loan and Trust Company of New York City, and recorded in the counties through which said road runs.

And whereas, the proceeds of the said bonds have only been sufficient for the construction and completion of the road-bed and superstructure, and after accomplishing so much said first party is unable to procure the full equipment necessary for the maintenance and operation of said railroad, and to operate the same and meet the interest on said bonds. And in order that said road may be equipped and operated, and the interest on said bonds be provided for, it has become necessary to make the arrangement with the Chicago, Burlington and Quincy Railroad Company hereinafter mentioned.

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of the covenants and agreements herein contained, to be kept and performed by said party of the second part, it, the said party of the first part, hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said party of the second part, its successors and assigns, all the following-described property of the said Chicago and Rock River Railroad Company, that is to say: its said railroad extending from Rock Falls to Calumet aforesaid, made and to be made, including right of way, lands occupied thereby, superstructure and tracks thereon and to be placed thereon, rails, ties, and other materials used therein, procured and to be procured therefor, bridges, viaducts, culverts, fences, depot grounds and buildings thereon and to be placed thereon, also all rolling stock, tools, and other property, real and personal, pertaining to said railroad and to the use thereof, now owned or hereafter to be acquired by said party of the first part, together with the rents, revenues, and incomes to be had, levied, and derived therefrom, and all rights, privileges, and franchises of said party of the first part of, in, to, or concerning the same or any part thereof.

To Have and to Hold the above-described railroad premises and property, with the appurtenances, right, privileges, and franchises appertaining thereto,

unto the said party of the second part, its successors and assigns, from the day of the date hereof in perpetuity, absolute and exclusive possession thereof to be delivered to and had by said party of the second part as soon as the road-bed and superstructure on the first division of said road, between Rock Falls and said junction aforesaid, shall have been completed, and the track laid thereon and ready for the equipment and rolling stock, and in the mean time the possession of the parties constructing said railroad shall be deemed and taken to be the possession of said second party.

And the said party of the second part, in consideration of the covenants and agreements herein contained, to be kept and performed by said first party, hereby agrees that it and its successors and assigns will, as rent and in full payment of rent therefor, pay the semi-annually accruing interest on said nine hundred thousand dollars of said first mortgage bonds of said first party hereinbefore mentioned, at the time when and the place where the same shall become due and payable according to the tenor thereof.

Said party of the second part hereby further agrees to and with said first party, its successors and assigns, that it will cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on said demised road or any part thereof, and to take possession of said demised railroad premises and property, and as soon as the road-bed, track, and superstructure near Shabbona Grove shall be completed and ready for use, to place thereon such and such an amount of rolling stock as may be required in the transaction of the business of said division of said demised road, and at all times to keep the same equipped with such an amount of rolling stock as the business of the country through which said first division of said railroad runs may reasonably require, and also at all times to maintain the first division of said demised road and keep it in repair, to run and operate the same in connection with its own road and the Chicago and Iowa Railroad or otherwise, and in such manner as shall furnish reasonable accomodations to the public; and that it will at all times save said first party and its successors harmless from damage or liabilities that may be occasioned or incurred by the party of the second part in the management, maintenance, and operation of said section of railroad.

And the said party of the first part, in consideration of the premises, hereby agrees that the capital stock of its said railroad company shall be fixed and remain at one million dollars ($1,000,000), and that no greater or further amount of capital stock shall be created, authorized, or issued unless with the full consent and approval in writing of said second party.

And that for the considerations aforesaid, it will and does hereby assign, transfer, and set over to James M. Walker, president of the said party of the second part, and his successors in said office, all of said one million dollars of said capital stock, except such as has heretofore been issued or agreed to be issued to towns, municipalities, and individuals to aid in the construction of said railroad.

It is hereby mutually agreed and understood that in case said party of the second part should become the purchaser of the bonds herein

mentioned or any part of them, the same shall not thereby be cancelled, but in the possession or ownership of said second party they shall be deemed and taken to be an outstanding indebtedness against said party of the first part, its successors and assigns, and a valid and continuing lien upon the railroad and property mentioned and described in said mortgage securing the same, and on every part and parcel thereof.

It is further mutually agreed that at the maturity of said bonds said first party shall, at the request of said second party, cause to be made, executed, and issued in due form other bonds in their stead, of like character and amount and drawing the same rate of interest and having the same length of time to run to maturity, with which or with the proceeds of which the aforesaid bonds may be taken up and cancelled; and that it will secure the said new issue of bonds by a trust mortgage executed in due form, covering and embracing the same premises and property included in that already executed securing said present issue of bonds; and so on from time to time, as one issue of bonds shall mature, the same may be taken up in a like manner herein provided by another issue, executed and secured in the same manner, so long as said second party, its successors and assigns, may desire.

And the said first party hereby clothes said second party, its successors and assigns, with all needful authority, in the name and under the seal of said first party or otherwise, to do and transact any business that may be needful in the maintenance, management, and conduct of said demised railroad and premises; and also to execute said issues and successive issues of bonds provided for in this contract in case said first party shall neglect or fail to issue the same upon the request of said second party, its successors and assigns.

The provisions of this contract and each and every of them shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective presidents, and their corporate seals to be attached by their secretaries, as of the day and year first above written. [SEAL]

CHICAGO AND ROCK RIVER
Attest: L. O. GODDARD, *Secretary.* RAILROAD COMPANY,
By ALONZO KINYON, *President.*
[SEAL] J. M. WALKER, *President of the C. B. & Q., R. R. Co.*
Attest: A. T. HALL, *Secretary.*

DEED. June 1, 1899. The Chicago and Rock River Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between The Chicago and Rock River Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois, WITNESSETH: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Shabbona, in De Kalb County, thence extending westerly to Sterling, in Whiteside County, a distance of about forty-seven and ninety-eight hundreths (47.98) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroad, under a lease in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all right, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accomodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise and

enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from perform any act, which the counsel of the second party may advise; and, time to time any additional assignment, conveyance, or assurance, and to for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

THE CHICAGO AND ROCK RIVER RAILROAD COMPANY,

[SEAL] By C. I. STURGIS, *President.*

Attest: H. W. WEISS, *Secretary.*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS, *President.*

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

Be it remembered, that, on this 15 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of The Chicago and Rock River Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of said The Chicago and Rock River Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 15 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, } ss.
COUNTY OF DES MOINES }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared

C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 14th day of June, A. D. 1899.

[SEAL] W. F. McFARLAND,
Notary Public for said County and State.

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TRUST MORTGAGE, June 1, 1870, Chicago and Rock River Railroad Company to Union Trust Company of New York.

This Indenture, made on the first day of June, 1870, between the Chicago and Rock River Railroad Company, a corporation organized and formed by and under the laws of the State of Illinois, party of the first part, and the Union Trust Company of New York, a corporation organized by and under the laws of the State of New York, party of the second part,

Witnesseth: Whereas, the party of the first part is authorized by law to borrow any sum or sums of money which may be necessary for the construction of equipment and maintaining of its railroad, and to mortgage its corporate property and franchises to secure the payment of any debts so contracted;

And Whereas, the said party of the first part has by a resolution of its Board of Directors, duly authorized its President and Secretary to execute in its corporate name and to issue bonds to be designated First Mortgage Bonds to be secured by a mortgage on the railroad of the said company, in such form and for such amount, as the said President may deem most desirable for the best interests of the said company, party of the first part, to aid in securing the necessary means to complete and to properly equip the said railroad;

And Whereas, the said President has determined to make the issue of bonds to be secured by mortgage for the sum of one million nine hundred thousand dollars upon said railroad from Rock Falls to Lockport, and to make said bonds payable at the agency of the said company in the City of New York or in the City of London thirty years from the first day of June in the year 1870, bearing interest at the rate of seven per centum per annum, payable semi-annually at the agency aforesaid, and also to make both principal and interest of the said bonds payable in United States gold coin in the City of New York, free from any government tax, or in British sterling money in the City of London, at the option of the holder, and to have said bonds duly prepared and deposited with the said party of the second part, subject to the direction of the said party of the first part, to be used exclusively for the completion and equipment of the said railroad, which said bonds are all of the denomination of one thousand dollars, or two hundred pounds sterling each, and are in form following to-wit:

$1000 U. S. gold coin United States of America, £200 British Sterling, free of United States taxes. First Mortgage Sinking Fund Bond, principal and interest payable in gold coin in London or New York at the option of the holder, No. —— Chicago and Rock River Railroad Company. Know all men by these presents that thirty years after date for value received the Chicago and Rock River Railroad Company hereby promises to pay to the Union Trust Company or bearer, One Thousand Dollars in United States gold coin at its agency in the City of New York or Two Hundred Pounds sterling in the City of London, England, at the option of the holder, and also interest thereon at the rate of seven per centum per annum, payable semi-annually in gold coin, free from any United States government tax at its agency in the City of New York or in the City of London at the option of the holder upon the presentation of the annexed coupons as they respectively become due. This is one of a series of nineteen hundred Bonds of like date herewith numbered from one to nineteen hundred inclusively for $1000 or £200 each as the holder may elect amounting in the aggregate to one million nine hundred thousand dollars or three hundred and eighty thousand pounds sterling secured by a mortgage dated June 1st, 1870, conveying in trust to the Union Trust Company, of New York, all the right, title, interest and property which the said company now has, or may at any time hereafter acquire in of and to the Railroad from Lockport to Rock Falls in Illinois, ninety-one miles, and all its equipment, property, corporate franchises, and appendages of every nature, as in said mortgage set forth. And this Bond, and all the others above referred to are further secured by a Sinking Fund, as in said mortgage especially provided, and are redeemable by said Sinking Fund in the manner therein declared. And it is hereby expressly agreed by the said Railway Company, with each and every holder of this Bond, that in case of the non-payment of any interest coupon hereto attached, if such default shall continue for six months after maturity and demand of payment or in case of the non-payment of any instalment required to be paid into the Sinking Fund provided for by the said mortgage, if such default shall continue for six months after such instalment shall

have become payable, then and in either case, the principal of this bond shall become due in the manner provided in said mortgage, and the said company hereby expressly waives the benefit of every extension, stay or appraisement law, which has been or may hereafter be enacted. This Bond shall not become obligatory unless the certificate endorsed hereon is signed by the authorized officer of the said Union Trust Company.

In Witness Whereof, the said Chicago and Rock River Railroad Company has caused its corporate seal to be hereto affixed, and these presents to be signed by its President and Secretary at the City of Amboy in the State of Illinois on this first day of June in the year one thousand eight hundred and seventy.

[SEAL.]

President.

[SEAL.]

Secretary.

GOLD COUPON

COUPON: $35. No. 1.—£7.—The Chicago and Rock River Railroad Company will pay to the bearer Thirty-five dollars in United States gold coin at its agency in New York, or Seven pounds sterling in London, at his option, free of United States tax on the first day of 18 , being six months interest on Bond No. —.

Secretary.

GOLD COUPON

$35. No. 2—£7.—The Chicago and Rock River Railroad Company will pay to the bearer Thirty-five dollars in United States gold coin at its agency in New York, or Seven pounds sterling in London at his option, free of United States tax on the first day of being six months interest on Bond No. —.

Secretary.

TRUSTEE'S CERTIFICATE: The Union Trust Company of New York hereby certifies that this is one of a series of nineteen hundred Bonds referred to in the within mentioned mortgage and Deed of Trust. That the said mortgage has been recorded in compliance with the laws of the State of Illinois, and the original thereof is in the possession of this company. And that $1900 in United States Internal Revenue Stamps have been affixed and cancelled thereon.

UNION TRUST COMPANY, NEW YORK,

————————, ————————, *Trustee.*

Now therefore this Indenture Witnesseth, that the said party of the first part in consideration of the premises, and of one dollar, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal and interest of the said bonds as the same shall become payable according to the tenor thereof, and of the coupons thereto annexed, has granted, bargained and sold, and by these presents doth bargain, sell, release, convey and confirm unto the said party of the second part, and to its successor, as continuing Trustee, the railroad of said

company party of the first part, situate lying and being in the State of Illinois, commencing at Rock Falls and extending thence southeasterly to Lockport in said state, being ninety-one miles long, or thereabouts, including all branches, side-tracks, rights of way, depot-grounds, depots, station houses, car-houses, freight-houses, or other buildings, and all kinds of machinery and tools now held or hereafter to be acquired for use in connection with said railroad, and all locomotives, tenders, cars, or other rolling stock and equipments, and all implements, fuel and materials for the construction, operating, repairing or replacing the said railroad, or in working the same, now owned by the said party of the first part, or which shall hereafter be acquired by it, and also all franchises connected with or relating to the said railroad from Rock Falls to Lockport and which are now held or may hereafter be acquired by the party of the first part, and all other property, real and personal, now owned by or that hereafter may be acquired by the said party of the first part appurtenant to said road from Rock Falls to Lockport together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof, and all the estates, rights, titles and interest whatsoever, as well at law as in equity, of the said party of the first part in and to the same, to have and to hold the above described premises and property unto the said party of the second part, and to its successors as continuing Trustee, in trust nevertheless for the purpose herein expressed.

* * * * * * *

In Testimony Whereof, the party of the first part has caused its corporate seal to be hereto affixed and these presents to be attested by the signatures of its President and Secretary, and the party of the second part has caused its corporate seal to be hereto affixed and the same to be attested by its President, to testify its acceptance of the said trust on the day and year first above written.

[SEAL] Chicago and Rock River Rail Road Company,
Signed, sealed and de- *By* ALONZO KINYON,
livered in the presence of *President.*
C. DEMMING VAUGHAN.
B. N. GRANGER.

JAS. ROSEBURGH,
Secretary of the Chicago and Rock River Rail Road Co.

[SEAL] Union Trust Company of New York,
By I. H. FROTHINGHAM,
President.

STATE OF ILLINOIS,
LEE COUNTY. } ss.
CITY OF AMBOY.

On the first day of June, A. D. 1870, before me, C. Demming Vaughan, Clerk of the Court of Common Pleas of the City of Amboy in said County

and State (Said Court being a court of record) personally appeared Alonzo Kinyon to be personally known to be the person whose signature is affixed to the foregoing instrument in writing and also known to me to be President of the Chicago and Rock River Rail Road Company and at the same time personally appeared James Roseburgh to me personally known to be the same person whose signature is affixed to the foregoing instrument in writing and also known to me to be Secretary of said Chicago and Rock River Rail Road Company and who attached the Seal of said Rail Road Company to the foregoing instrument in writing in my presence and that it was so attached by the order of the board of directors of said Chicago and Rock River Rail Road Company and further that I know said Seal purporting to be the Corporate Seal of said Chicago and Rock River Rail Road Company to be the genuine Seal of said Company. That said Alonzo Kinyon, President of the Chicago and Rock River Rail Road Company and James Roseburgh, Secretary of the Chicago and Rock River Rail Road, two of the persons who signed the foregoing instrument as such Officers do reside in the City of Amboy in said County and State aforesaid. That said Alonzo Kinyon, President as aforesaid, and James Roseburgh, Secretary as aforesaid, acknowledged to me that they each for himself executed the said instrument as the free and voluntary act and deed of the said Chicago and Rock River Rail Road Company for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the City of Amboy in the County and State aforesaid the day and year first above written.

[SEAL] C. DEMMING VAUGHAN,

Clerk of the Court of Common Pleas of the City of Amboy.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

On this 11th day of November, 1870, before me personally appeared Isaac H. Frothingham, the President of the Union Trust Company of New York to me well known, who being by me duly sworn, did depose and say, that he resides in the City of Brooklyn, that he is the President of the Union Trust Co. of New York and knows the Corporate Seal of said Company, that the seal affixed to the above conveyance is such Corporate Seal and was so affixed by order of the Board of Directors of said Trust Company, and that he, said Frothingham, signed his name to said Conveyance as President of said Trust Company, by like order of said Board of Directors.

[SEAL] JAS. H. OGILVIE,

Notary Public City & County of New York.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

I, Charles E. Loew, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, That Jas. H. Ogilvie, whose name is

subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony whereof, I have hereunto set my hand, and affixed the Seal of the said Court and County, the 12th day of November, 1870.

[SEAL] CHAS. E. LOEW,
Clerk.

Chicago, September 21st, 1871.

This is to certify that whereas the within mortgage was executed by the Chicago & R. R. R. R. Company under a contract heretofore made and delivered as an Escrow only, now therefore these presents witnesseth that this mortgage is surrendered and cancelled by mutual consent, the said contract also having been this day surrendered.

E. A. HOPKINS.

This Mortgage cancelled and taken up,—No bonds ever having been issued under it.

ALONZO KINYON, *President.*

June 25, '71.

TRUST MORTGAGE, July 1, 1871, The Chicago and Rock River Railroad Company to Farmers Loan and Trust Company, Trustee.

This mortgage covers the Chicago and Rock River Railroad Company, and secures an issue of bonds amounting to $20,000 per mile. These bonds are dated July 1, 1871, have thirty years to run, bear interest at the rate of eight per cent, payable semi-annually, and mature July 1, 1901.

This Indenture, made this first day of July, in the year of our Lord one thousand eight hundred and seventy-one (1871), between the Chicago and Rock River Railroad Company, a corporation duly organized under and in accordance with the laws of the State of Illinois, party of the first part, and the Farmers Loan and Trust Company of New York City, trustee herein, party of the second part, witnesseth:—

That whereas, the Chicago and Rock River Railroad Company, pursuant to the terms of the special charter creating said company, and other acts of the Legislature of the said State of Illinois creating it, and of the organization of said company under and in accordance therewith, is engaged in constructing a railroad to extend from Rock Falls, in Whiteside County in said State of Illinois, running in an easterly direction to a place called Calumet Station, in Cook County, in said State, a distance of about one hundred and ten miles, and has already located and graded a portion of said road, and is now engaged in laying iron on the same.

And whereas, the said Chicago and Rock River Railroad Company is desirous of borrowing money to an amount not exceeding twenty thousand

dollars ($20,000) per mile on the length of their said road, to aid in the construction of, and to be applied to the purchase and transportation of or in payment for materials, superstructure, and equipments for said road, and has resolved to execute the bonds of said company therefor in amounts not exceeding twenty thousand dollars ($20,000) per mile, as aforesaid, upon its said railroad extending from Rock Falls to Calumet Station aforesaid, which said bonds are to be in sums of one thousand dollars ($1,000), each bearing date the first day of July, A. D. eighteen hundred and seventy-one, having thirty years to run to maturity, to bear interest at eight per cent per annum, free of government tax, payable semi-annually on the first day of January and July in each year, at the office of the company in the city of Chicago, or at the office of their agency in the city of New York or in the city of Boston, Massachusetts, where both principal and interest are made payable, or at such other place as the said company may designate for that purpose; all of which said bonds are to bear the same date and are to stand equally secured by this deed of trust and are to be duly stamped with the revenue stamps required by law and are to be numbered consecutively from number one to the highest number which may be issued, inclusive, each of which said bonds is to be authenticated by a certificate signed by the trustee in this deed of trust.

And whereas, the said first party is authorized by its said charter and the laws aforesaid to secure said bonds by a mortgage of the whole or any part of its said railroad and property, and has therefore resolved to secure the punctual payment of the same, both principal and interest, by a trust mortgage of its said railroad extending from Rock Falls to Calumet aforesaid, and of all of its corporate property and franchises of every nature and kind connected therewith, to the said party of the second part, trustees and mortgagees herein, for the benefit and security of the holders of said bonds.

Now, therefore, this indenture witnesseth: That the said Chicago and Rock River Railroad Company, in order to secure the payment of its said bonds and the interest thereon, and in consideration of the sum of five dollars to it in hand paid by the said party of the second part, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the said party of the second part, its successors in said trust and assigns, all the following and all the above described property, to wit: all the present and in future to be acquired property of the said railroad company in and relating to the said railroad, and all the right, title, interest, and equity of redemption therein, that is to say: all the railroad of said party of the first part, now made and to be constructed, extending from Rock Falls to Calumet aforesaid, including the right of way therefor, road bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber and materials, and property purchased or to be purchased for the construction of the said railroad, and all the engines, tenders, cars, and machinery, and all kinds of rolling stock now owned or to be hereafter purchased by said party of the first

part, for and to be used upon said railroad; all the revenues and franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession or hereafter to be acquired, including machine shop, tools, implements, and personal property used therein or along the line of said railroad.

To have and to hold the said railroad and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said party of the second part, its successors in said trust and assigns, but for the following purposes and upon the following express trust, that is to say: in case the said Chicago and Rock River Railroad Company shall fail to pay the principal or any part thereof, or any of the interest on any of the bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable according to the tenor thereof, and for thirty days thereafter, then and in such case all of said bonds, both principal and interest, shall thereupon, at the option of the holders thereof, become due and payable; and at the request of the holders of one tenth of said bonds, the party of the second part, its successors in said trust or assigns, may enter into and take possession of all and singular the railroad premises and property hereby conveyed, and as the attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use, and employ the same, making from time to time all needful repairs, alterations, and additions, apply the proceeds of said premises to the payment of the principal and interest of all of such bonds remaining unpaid; or the said party of the second part, its successors in said trust or assigns, at their discretion may, and on the written request of the holders of one tenth of said bonds then unpaid, *shall* cause the said premises, or so much thereof as shall be necessary to discharge the principal and interest of all of said bonds as may be unpaid, together with the expenses of sale, to be sold at public auction at Chicago in the said State of Illinois, after giving thirty days' notice of the time and place and terms of such sale, by publishing the same in one of the principal newspapers for the time being published in each of the cities of Chicago, Illinois, New York City, and Boston, Mass., and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for the same, which shall be a bar against the said Chicago and Rock River Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, interest, or claim in or to the said premises, or any part thereof; and the said trustee shall, after deducting from the proceeds of said sale the expense thereof, and of managing the said property, and enough to indemnify and save themselves harmless from and against all liabilities arising from this trust, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bonds remaining unpaid, whether the same may be then due and payable or otherwise, and shall restore the residue thereof to the said party of the first part, its successors and assigns. It being expressly understood and agreed that in no case shall any claim be made or advantage taken of valuation, appraisement, redemption, or extension laws by said party

of the first part, its successors or assigns, nor any injunction or stay of proceedings be had, or any process be obtained or applied for by it to them, to prevent such entry, sale, and conveyance as aforesaid.

It is also hereby agreed and understood that it shall be lawful for the said railroad company, party of the first part, or its assigns, to dispose of the current net revenues of said road hereby conveyed as it or they shall elect, until default shall be made in the payment of the principal or interest of said bonds or some one or more of them; and the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises or any part thereof to the said party of the second part, its successors in said trust and assigns, which counsel may advise for the more fully conveying the said premises, and carrying into effect the objects and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bonds, the estate hereby granted to the said party of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act; and it is also hereby mutually agreed that the said party of the second part, its successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the act of any agent employed by them, when such agent shall have been employed with reasonable discretion; and that the said party of the second part, and its successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust. It is hereby agreed and understood that for all purposes herein contained, the Chicago and Rock River Railroad shall be considered to be divided into two divisions: the first forty-five miles of said road running east from Rock Falls, the same or most of which is now graded, shall be known as the first division, and the balance of said road shall be known as the second division.

It is hereby further agreed and understood that the bonds herein provided for and numbered from one (1) to nine hundred, both inclusive, shall be issued by said trustee, for the purpose, and the same are hereby designated and appropriated for the construction and equipment of that portion of said railroad known herein as the first division, and they are to be issued by the said trustee exclusively and only for the construction thousand dollars ($20,000) per mile, and the bonds herein provided for in and equipment of that portion of said railroad, and not to exceed twenty the second division of said railroad shall not be issued by said trustee until the railroad is wholly graded and bridged ready for the ties and iron, and not in any case to exceed twenty thousand dollars ($20,000) per mile. It is also expressly understood and agreed that no bond shall be deemed to be secured by or issued under this mortgage unless the same is countersigned by the trustee herein named in said trust, and that the proceeds of the above-mentioned bonds of said first party, or so much

thereof as may be necessary for that purpose, shall be applied to the objects and purposes hereinbefore mentioned, and not otherwise: *provided*, nevertheless, that the said party of the second part shall and may deliver to said railroad company the said bonds issued for the respective divisions of said railroad from Rock Falls easterly to Calumet Station, as hereinbefore mentioned, upon the orders of the president and secretary of said company, and the certificate of the said officers that the proceeds of said bonds are to be used exclusively and only for the construction and equipment of said railroad, and that the said bonds so delivered do not exceed twenty thousand dollars per mile; and the said party of the second part shall not be liable for any breach or omission of said railroad company to perform or comply with the provisions of this instrument, having reference to the delivery of said bonds by the party of the second part.

And the said party of the second part hereby accepts the trust created by these presents.

In witness whereof, the said Chicago and Rock River Railroad Company has caused its corporate seal to be hereto affixed, attested by the secretary, and its corporate name to be hereunto subscribed by its president, and the said party of the second part has also hereunto set its hand and seal, all on the day and year first above written.

[SEAL] The Chicago and Rock River Railroad Company,
By ALONZO KINYON, *President.*

Attest: JAS. ROSEBROUGH, *Secretary.*

[SEAL] The Farmers Loan and Trust Company, N. Y.,
By R. G. ROLSTON, *Pres.*

Attest: GEO. P. FITCH, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF LEE, } SS.

Be it remembered that on this fourth day of November, A.D. 1871, before me, a notary public residing in the city of Amboy, county of Lee and State of Illinois, duly commissioned by the governor of the State of Illinois to take acknowledgments and proofs of deeds and other instruments in writing under seal, to be recorded in said State of Illinois, personally came Alonzo Kinyon, president of the Chicago and Rock River Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who, being by me duly sworn, deposes and says that he resides in the city of Amboy, in the county of Lee and State of Illinois, that he is president of the Chicago and Rock River Railroad Company, that he knows the corporate seal of said company, that the seal affixed to the foregoing conveyance is the corporate seal of said company, that it was affixed by order of said company, and that he signed his name to said conveyance by like order as president of said company; and acknowledged that he executed and delivered the said deed as his free and voluntary act for the uses and purposes therein set forth, and that the said company also executed said conveyance as its free and voluntary act for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, this fourth day of November, A. D. 1871.

[SEAL] CHARLES E. IVES,
Notary Public.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

On the tenth day of November, A. D. 1871, before me, Edwin F. Corey, Junior, a notary public of the city of New York, personally appeared Roswell G. Rolston, to me known, and known to me to be the president of the Farmers Loan and Trust Company, who, being by me duly sworn, did depose and say that he resides in the city of New York, that he knows the corporate seal of the said company, that the seal which is affixed to the foregoing instrument was such corporate seal, and was so affixed by authority of the board of directors of the said company, and that he signed his name thereto as president by a like authority.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

[SEAL] EDWIN F. COREY, JUN.,
Notary Public.

Filed Nov. 16, 1871, at 2 o'clock P. M.

STATE OF ILLINOIS,
COUNTY OF LEE. } ss.

I, Remington Warriner, clerk of the Circuit Court, and *ex officio* recorder of deeds in and for the county of Lee, in the State of Illinois, do hereby certify that the above and foregoing is a full and correct copy of a certain trust deed of record in my said office, as the same appears in Volume R, at pages 243, 244, 245, 246, 247, and 248 of the Records of Mortgages in said Lee County.

In witness whereof, I have hereunto set my hand and affixed the seal of said Circuit Court, at my office in the city of Dixon, said Lee County, this 28th day of February, A. D. 1882.

[SEAL] REMINGTON WARRINER,
Clerk.

RECORDED IN ILLINOIS

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WHITESIDE	Nov. 14, 1871	55	166
DEKALB	Nov. 15, 1871	31	38
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KENDALL	Nov. 24, 1871	31	334
WILL	Dec. 1, 1871	121	481

ILLINOIS VALLEY AND NORTHERN RAILROAD COMPANY

This company was incorporated May 25, 1887, under the provisions of the General Laws of Illinois. The Articles of Incorporation were filed with the Secretary of State on May 25, 1887.

By its Articles, the line of road was defined as follows, to wit:

"It is intended to construct a line of railroad from a point on the Mendota and Clinton Branch of the Chicago, Burlington & Quincy Railroad, at or near the town of Walnut, Bureau County, Ill.; thence in a southeasterly direction, through the Counties of Bureau and La Salle, to a connection with the Aurora and Streator Branch of the Chicago, Burlington & Quincy Railroad Company, within or near the City of Streator, La Salle County, Ill."

It was organized at La Salle May 31, 1887. It built a railroad between two stations of the Chicago, Burlington & Quincy Railroad Company that is from Walnut, to Streator, fifty-nine and nine-tenths miles, the line being completed June 1, 1888, and forming a connection between those two points.

It was leased to the Chicago, Burlington & Quincy Railroad Company January 2, 1888, and conveyed to that company by deed dated June 1, 1899.

ARTICLES OF INCORPORATION, May 25, 1887, Illinois Valley and Northern Railroad Company.

We, the undersigned, do hereby associate ourselves together for the purpose of constructing, purchasing, operating, leasing and using a railroad in the state of Illinois, and do adopt the following articles of incorporation.

ART. I.

The name of the corporation shall be the "Illinois Valley and Northern Railroad Company."

ART. II.

It is intended to construct a line of railroad from a point on the Mendota and Clinton Branch of the Chicago, Burlington and Quincy

Railroad at or near the town of Walnut, Bureau County, Illinois, thence in a southeasterly direction through the Counties of Bureau and La Salle to a connection with the Aurora and Streator branch of the Chicago, Burlington and Quincy Railroad within or near the City of Streator, La Salle County, Illinois.

ART. III.

The principal office of said corporation shall be at La Salle, in La Salle County, Illinois.

ART. IV.

Said corporation shall commence on the twenty-fifth day of May, A. D., 1887, and continue fifty years and for such longer period as may be provided by law.

ART. V.

The amount of the capital stock of said corporation shall be one million five hundred thousand ($1,500,000.00) dollars.

ART. VI.

The names and residences of the several persons forming the association for incorporation are Charles C. Upham, St. Paul, Minnesota; Thomas C. Edwards, Chicago, Illinois; Clement K. Pittman, Chicago, Illinois; Frederick K. Copeland, Chicago, Illinois, and John C. Osgood, Denver, Colorado.

ART. VII.

Charles C. Upham, Thomas C. Edwards, Clement K. Pittman, Frederick K. Copeland and John C. Osgood shall compose the first board of directors. The management of the affairs of said corporation shall be vested in its board of directors which shall elect a president, vice-president, secretary and treasurer and appoint such other officers as it shall deem necessary.

ART. VIII.

The number of shares of capital stock shall be fifteen thousand (15,000) shares of one hundred ($100.00) dollars each.

In Witness Whereof, we have hereunto set our hands and seals this twenty-third day of May, A. D., 1887.

CHAS. C. UPHAM.
THOMAS C. EDWARDS.
CLEMENT K. PITTMAN.
FREDERICK K. COPELAND.
JOHN C. OSGOOD.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS } SS.

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of the State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Illi-

nois Valley and Northern Railroad Company were filed for record in the office of the Secretary of State of the State of Illinois, on the 25th day of May A. D. 1887, at 11:30 o'clock A. M., and duly recorded in Book No. 6 of Railroad Records, at page 380 and 381.

In Witness Whereof, I herto set my hand and affix the Great Seal of State, at the City of Springfield, this 25th day of May A. D. 1887.
[SEAL]

HENRY D. DEMENT,
Secretary of State.

RECORDED IN ILLINOIS

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BUREAU	May 25, 1887	92	452
LASALLE	August 8, 1887	240	487

LEASE, January 2, 1888, Illinois Valley and Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture of Contract and Lease, Made this Second day of January A. D., 1888, by and between the Illinois Valley and Northern Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, said parties being corporations organized and existing under and in accordance with the laws of the State of Illinois;

Witnesseth: That, Whereas, The said first party, pursuant to the statutes of the state of Illinois, and of its organization as a corporation, as aforesaid, is authorized to construct, maintain, and operate a railroad commencing at a point on the Mendota and Clinton Branch of the Chicago, Burlington and Quincy Railroad, at or near the town of Walnut, Bureau County, Illinois, and running thence in a southeasterly direction through the counties of Bureau and La Salle to a connection with the Aurora and Streator Branch of the Chicago, Burlington and Quincy Railroad, within or near the City of Streator, La Salle County, Illinois, and has already commenced the construction of its said railroad, as hereinbefore described, the remaining portions of the road to be built from time to time, as the Board of Directors of said Company may determine; and

Whereas, Said Company has resolved to borrow not to exceed Twenty thousand (20,000) dollars per mile for each mile and fraction thereof of single track of its constructed main and branch lines of road, and Ten thousand (10,000) dollars additional for each mile of second track, when built, to aid in paying for the construction thereof, and to issue its several bonds for the amounts so borrowed, all payable to bearer, and to bear date the Second day of January, A. D. 1888, to have Forty (40) years from their date to run to maturity, to bear interest at the rate of Six (6) per cent. per annum, payable semi-annually, on the First day of January and the First day of July in each year, at the office of the Chicago, Burlington & Quincy Railroad Company in

the city of Boston, Massachusetts, where the principal is also to be paid; and has secured the payment of all said bonds, issued and to be issued, by a trust mortgage, to which this Lease is subject, and for the provisions of which reference is hereby had, to Henry Parkman and William J. Ladd, of Boston, Massachusetts, trustees therein, upon its road and branches, constructed and to be constructed, described as aforesaid, and extending from Walnut to Streator, including all its rights of way and lands occupied thereby, road-bed, superstructure, depot grounds, depot buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto, which said trust mortgage bears date January Second, A. D. 1888, and will be recorded in the counties through which said railroad runs; and

Whereas, The proceeds of said bonds, and the other means of said Company, will be sufficient only for the construction and completion of said road-bed and superstructure, and will leave said first party without means to procure equipment necessary for the maintenance and operation of its said railroad; and in order that the same may, when completed, be equipped, maintained, and operated in such manner as the public convenience may require, and also that means may be provided for the payment of the semi-annually accruing interest on said bonds, issued and to be issued, so that the same may be negotiated at reasonable rates, it has resolved to enter into the agreements hereinafter contained, and in reference to the subject matter of which the respective parties hereto are fully authorized by law to contract as herein provided; and

Whereas, The second party owns and is operating a continuous and connected line of railroad, extending from Chicago, in the State of Illinois, across and through the State of Illinois, and connecting at Walnut, Illinois, with the railroad of the first party, the roads of the two parties thus forming a continuous line of railroad from the City of Chicago, in the State of Illinois, to the said City of Streator;

Now, Therefore, This Indenture Witnesseth: That the first party, in consideration of the covenants and agreements herein contained, to be kept and performed by the said second party, hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said second party, its successors and assigns, all the following described property of the said Illinois Valley & Northern Railroad Company, that is to say:

All its railroad, extending from Walnut to Streator, aforesaid, to the points hereinbefore in the first instance set out, constructed and to be constructed, and especially including that portion thereof now under construction between Walnut and Streator aforesaid, including all its rights of way and lands occupied thereby, superstructure and tracks thereon and to be placed thereon, and all materials used therein and procured or to be procured therefor; all bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all machine shops, and all other property, real or personal, appertaining

to said railroad, and to the use thereof, now owned or hereafter to be acquired by said first party, together with the rents, revenues, and income to be had, levied, or derived therefrom and all the rights, privileges, and franchises of said first party in, to, or concerning said railroad, constructed and to be constructed, and every part thereof.

To Have and to Hold the above described railroad, premises, and property, with the appurtenances, rights, privileges, and franchises appertaining thereto, unto the said party of the second part, its successors and assigns, from the day of the date hereof, for and during the chartered existence of said first party, and during the extension or extensions, renewal or renewals, of the chartered rights and existence of said first party, if said renewals or extensions shall be had as hereinafter provided; absolute and exclusive possession to be delivered to said second party, its successors and assigns, of the said section of railroad now under construction, as aforesaid, as soon as the same is completed, and of the remaining sections or portions thereof when and as soon as built.

Said first party further agrees that, during the continuance of this lease and the life of its present charter, it will keep up its corporate organization, by the annual election of its directors and officers, and the performance of such other acts as may be required by law for that purpose.

And Further; that at the expiration of its present charter, it will, at the request of said second party, its successors or assigns, in case the mortgage herein mentioned shall not in the meantime have been foreclosed, cause its chartered rights, powers, and franchises to be renewed and extended for another term of Fifty (50) years, or for such other or further period as may at that time be authorized by law; and will, in like manner, and on like request, at each successive expiration of its chartered rights (provided always that no foreclosure of mortgage has taken place), renew and extend the same; and will, during all such renewals and extensions, keep up and maintain its organization, so as in effect to make such corporation a continuous one; and will, at the termination of its present chartered existence, and at the termination of each successive renewal and extension thereof, as hereinbefore provided, at the request of the second party, its successors or assigns, in case no foreclosure of mortgage shall have been had, renew and extend, or cause to be renewed and extended, this lease, on the terms, conditions, and stipulations herein provided, so as in effect to make the same perpetual.

The said second party, in consideration of the premises, hereby agrees to take full possession of the railroad, premises, and property hereby demised, and to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on said demised railroad, premises, and property, or any part thereof, during the continuance of this lease and all renewals thereof; and to procure and place on said railroad such and such an amount of rolling stock as may be reasonably required in the transaction of the business of said demised railroad, and

to keep the same in good condition, and to maintain and operate said railroad in such manner as may be required to reasonably accommodate the country through which said demised railroad passes. And it is expressly agreed and understood, that when and as soon as any additional section or sections of said railroad shall be built, the second party will take possession thereof and operate the same under and in pursuance of the terms of this instrument; and this Lease shall be, and be held to be, applicable to such sections hereafter to be constructed in all respects the same as to the portion now built.

And, in addition to the foregoing, the second party agrees to pay an annual rental of Thirty (30) per cent. of the gross earnings of the demised railroad on all joint business, gross earnings to be computed upon a *pro rata* basis according to the distances carried respectively on the roads of the parties hereto, which said Thirty (30) per cent. of gross earnings, the said second party guarantees shall amount to a sum sufficient to pay the semi-annually accruing interest on the bonds herein mentioned and contemplated, and which shall be paid semi-annually on the First days of January and July in each year, at the office of the second party in the city of Boston, Massachusetts, to the trustees named in said deed of trust, or to their successors in said trust, and so much thereof as may be necessary to be used and applied by them to pay and take up the semi-annually maturing coupons attached to said bonds, until all are paid, and, after the maturity of said bonds, to be applied to the payment of interest thereon at the rate of Six (6) per cent. per annum, payable semi-annually at the same time and place, until the expiration of the chartered rights of said first party; and any balance remaining in their hands at the end of each year, and not required for the payment of coupons and interest as herein provided, shall be paid to the first party, its successors or assigns. Provided, however, that, in case a foreclosure of mortgage shall be had before or after the maturity of said bonds, or before the expiration of the chartered rights of said company, then and thereafter this lease shall cease and determine.

And Further, in case no foreclosure of said mortgage shall take place before the expiration of the chartered existence of said first party, and in case new bonds, secured by mortgage, as hereinafter provided, shall be executed and delivered to take the place of the bonds herein mentioned, and this lease shall be renewed as herein provided, then the said rent, or as much thereof as may be required, shall be appropriated by the trustees therein to paying and taking up the coupons that shall be attached to the same, and, in like manner, to paying and taking up the coupons on successive issues of the bonds, as hereinafter provided, so long as no foreclosure shall be had of such subsequent and successive mortgages; it being understood that a foreclosure, whenever had, shall terminate any lease which may be executed as herein provided.

And Further, in case no foreclosure shall have taken place at the termination of the present charter of said first party, and in case the holders of the said bonds shall consent, and the second party shall so request

in writing, the said first party, having renewed and extended its charter and executed and delivered another lease, as hereinbefore provided, agrees that it will make, execute, and deliver other bonds in like amount, drawing the same rate of interest, and of like character to those hereinbefore mentioned, to take their place and run during the continuance of said renewed charter; and that it will in like manner secure the payment thereof by a trust mortgage on the property herein described, of like character to the one hereinbefore mentioned; and that it will thereafter, at each expiration of its renewed charter and this lease, as herein contemplated, with the consent of the bondholders, and at the like request of the second party, its successors and assigns, make, execute, and deliver successive bonds and mortgages of like character, to take the place of those previously existing.

But in the meantime, and at no time, shall said first party, its successors or assigns, execute any second mortgage, or any mortgages other than those hereinbefore mentioned or provided for, on the property herein described, or any part thereof.

It is Mutually Agreed, that the rent herein reserved shall commence on the Second day of January 1888, and continue thereafter as herein provided; and further, that in case this lease shall be terminated at any time, for any cause, said first party, its successors and assigns, before it shall be entitled to the possession of said demised premises, or any part thereof, shall pay to the second party, its successors and assigns, the original cost of all additional construction which the second party may deem it necessary or proper to make on said demised premises, and of all permanent improvements made thereon and on any part thereof, together with interest thereon at the rate of Six (6) per cent. per annum, from the time of the completion of each item of construction and improvement, and for all such expenditures, and the interest thereon, the second party shall have a lien, which shall entitle it to hold possession and use of said demised premises, and the revenues to be derived therefrom, until the same shall be paid.

It is Mutually and Expressly Agreed, That the capital stock of said first party shall not exceed the sum of One Million, Five Hundred Thousand (1,500,000) dollars, and that no other or greater amount of stock shall ever be created, authorized, or issued by said first party, its successors and assigns, by amendment of its charter or otherwise, without the written consent of the second party, its successors and assigns; and further, that the covenants and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective Presidents, and their corporate seals to be hereto, and to one other original, affixed and attested, upon the part of the first party by its

Secretary, and upon the part of the second party by its Secretary, the day and year first above written.

ILLINOIS VALLEY AND NORTHERN RAILROAD COMPANY,

[SEAL] By J. C. OSGOOD,

Attest: *Vice President.*

GLENN W. TRAER,

Secretary.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS,

Attest: *President.*

T. S. HOWLAND,

Secretary.

DEED June 1, 1899, Illinois Valley and Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the Illinois Valley and Northern Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, WITNESSETH: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Streator, in La Salle County, extending thence northwesterly to walnut, in Bureau County, a distance of about fifty-eight and seventy-six hundredths (58.76) miles; and,

Whereas, The railroad of the first party connects with the raliroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease substantially in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and

appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

ILLINOIS VALLEY AND NORTHERN RAILROAD COMPANY,
[SEAL] By GEO. B. HARRIS,
President.

Attest:
H. W. WEISS,
Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
[SEAL] By C. E. PERKINS,
President.

Attest:
T. S. HOWLAND,
Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared G. B. Harris, President of the Illinois Valley and Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Illinois Valley and Northern Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said G. B. Harris acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899. HERBERT HAASE,

[SEAL] *Notary Public for said County and State.*

STATE OF IOWA, } ss.
COUNTY OF DESMOINES. }

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

[SEAL] W. F. MCFARLAND,

Notary Public for said County and State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
LaSalle	June 22, 1899	390	265
Bureau	June 22, 1899	118	501

TRUST MORTGAGE, January 2, 1888, Illinois Valley and Northern Railroad Company to Henry Parkman and William J. Ladd, Trustees.

This Indenture of Mortgage, made this second day of January, A. D. One Thousand, Eight Hundred and Eighty-Eight (1888), by and between the Illinois Valley and Northern Railroad Company, a corporation created and existing under and in conformity with the laws of the State of Illinois, party of the first part, and Henry Parkman and William J. Ladd, of Boston, in the State of Massachusetts, Trustees herein, parties of the second part;

Witnesseth: That, Whereas, the said party of the first part, pursuant to the statutes of the State of Illinois, and of its organization as a corporation, is authorized to construct, maintain, and operate a railroad with single and double tracks, commencing at a point on the Mendota and Clinton branch of the Chicago, Burlington and Quincy Railroad, at or near the town of Walnut, Bureau County, Illinois, and running thence in a southeasterly direction through the counties of Bureau and La Salle to a connection with the Aurora and Streator branch of the Chicago, Burlington and Quincy Railroad, within or near the city of Streator, La Salle County, Illinois; and

Whereas, said first party has already commenced the construction of its single track railroad, as above described; and

Whereas, the said first party is authorized by its charter and the laws aforesaid, to execute trust mortgages of its railroad and the franchises connected therewith, and of its other property, to secure the payment of bonds issued for the objects and purposes hereinafter set forth; and

Whereas, the said Illinois Valley and Northern Railroad Company is desirous of borrowing money to an amount not exceeding Twenty Thousand (20,000) Dollars per mile for each mile and fraction thereof of single track of its constructed line of road, and Ten Thousond (10,000) Dollars per mile additional for each mile of second track when built, to aid in paying for the work and material used in the construction of its road as the directors of the Company may from time to time determine to build the same; and has resolved to execute and issue therefor, or for the amounts so borrowed, its several bonds, all to bear date the second day of January, A. D. 1888, maturing January first, A. D. 1928, to bear interest at the rate of six (6) per cent per annum, payable semi-annually, on the first day of January and the first day of July in each year, at the office of the Chicago, Burlington and Quincy Railroad Company in the City of Boston, Massachusetts, where the principal is also to be paid; all of which said bonds are to

bear the same date, and are to stand equally secured by this Trust Mortgage, though issued at different times, and are to be numbered from one (1) to the highest number that may be issued; each of which said bonds is to be authenticated by a certificate thereon, signed by the trustees named in the Trust Mortgage, or their successors in said trust:

Now, Therefore, This Indenture Witnesseth: That the said Illinois Valley and Northern Railroad Company, party of the first part, in order to secure payment of its said bonds, and the interest thereon, and in consideration of one dollar to it in hand paid by the second parties at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents does grant, bargain, sell, transfer, and convey, to the said parties of the second part, and their successors in said trust and assigns, all the above and all the following described property, to-wit:

All the present and in the future to be acquired property of the said Illinois Valley and Northern Railroad Company in and relating to its said railroad, and all the right, title, interest and equity of redemption therein, that is to say: all the railroad of said first party, now constructed and to be constructed, described as aforesaid, and extending from Walnut, Bureau County, to Streator, La Salle County, Illinois; including all its rights of way and lands occupied thereby; superstructure and tracks thereon and to be placed thereon, and all materials used therein and procured or to be procured therefor; all bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all machine shops, and all other property, real or personal, appertaining to said railroad and to the use thereof, now owned or hereafter to be acquired by said first party, together with the rents, revenues, and income to be had, levied, or derived therefrom, and all the rights, privileges, and franchises of said first party in, to, or concerning said railroad, constructed and to be constructed, and every part thereof, and property acquired by virtue of said franchises, now in possession or hereafter to be acquired, on or along the line of said railroad.

To Have and to Hold the said railroad and property, and all and singular the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, or the survivor of them, their successors in said trust and assigns, but for the purposes and upon the following express trusts, that is to say:

* * * * * * * * * *

The second parties hereby accept the trust hereby created.

In Witness Whereof, the first party has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereto affixed and attested by its Secretary; and the second parties

have hereunto set their hands and seals, all on the day and year first above written.

ILLINOIS VALLEY AND NORTHERN RAILROAD COMPANY,
[SEAL] By J. C. OSGOOD,
Vice President.

Attest:
GLENN W. TRAER,
Secretary.

HENRY PARKMAN,
WILLIAM J. LADD,
Trustees.

STATE OF COLORADO, } ss.
COUNTY OF ARAPAHOE. }

Be It Remembered, that, on this Eleventh day of May—A. D., 1888, before me, Warren D. Woodman, a Notary Public, in and for said County and State, personally appeared J. C. Osgood who is personally known to me to be the Vice President of the Illinois Valley and Northern Railroad Company, and to be the identical person whose name is subscribed to the foregoing mortgage as such officer, and acknowledged that he in his official capacity, and being duly authorized thereto, had executed the foregoing instrument, and that the seal was affixed by like authority, and declared the execution of the same to be his voluntary act and deed, and the voluntary act and deed of said Company, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand, and affixed my Notarial Seal, at my office in Denver, the day and year last above written.

[SEAL] WARREN D. WOODMAN,
Notary Public.
My commission expires July 22, 1890.

STATE OF ILLINOIS } ss.
COUNTY OF COOK. }

Be it Remembered, that on this eighth day of May, A. D. 1888, before me, a Notary Public in and for said county and state, personally appeared Glenn W. Traer, who is personally known to me to be the Secretary of the Illinois Valley and Northern Railroad Company, and to be the identical person whose name is subscribed to the foregoing mortgage as such Secretary, and acknowledged that he in his official capacity, and being duly authorized thereto, had executed the foregoing instrument, and that the seal of said Company was thereunto affixed by like authority and declared the same to be his voluntary act and deed, and the voluntary act and deed of the said Company, for the uses and purposes therein set forth—

In testimony whereof, I have hereunto set my hand, and affixed my Notarial Seal, at my office in Chicago, the day and year last above written—

[SEAL] WARREN J. DURHAM,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
BUREAU	June 7, 1888	45	440
LA SALLE	June 15, 1888	280	49

RELEASE, June 30, 1899, Henry Parkman, et al. to Illinois Valley and Northern Railroad Company.

Whereas, all the bonds issued under and secured by an Indenture of Mortgage, dated January 2, 1888, between the Illinois Valley & Northern Railroad Company and Henry Parkman and William J. Ladd, Trustees, have been fully paid, and all the agreements under said Trust Mortgage have been carried out on the part of said Railroad Company:

Now, Therefore, we, Henry Parkman and William J. Ladd, the Trustees under said Mortgage, do hereby certify that the same has been and is fully paid and satisfied in all respects; and we hereby, as such Trustees, release and discharge the property covered by said Mortgage of and from the lien thereof.

In Witness Whereof, we Henry Parkman and William J. Ladd, Trustees as aforesaid, have hereunto set our hands and seals as Trustees, this 30th day of June, A. D. 1899.

[SEAL] HENRY PARKMAN,
[SEAL] WILLIAM J. LADD,
Trustees.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK. } ss.

I, Walter J. Jarvis, a Notary Public, within and for said County and State, do hereby certify that on this 6th day of July, 1899, before me, personally appeared Henry Parkman and William J. Ladd, to me personally known to be the persons who executed the foregoing instrument, and acknowledged that they signed, sealed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

WALTER J. JARVIS,
[SEAL] *Notary Public.*
[U. S. Rev. Stamp 10c]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
BUREAU	June 13, 1899	F.	471
LA SALLE	July 14, 1899	400	1

JOLIET, ROCKFORD & NORTHERN RAILROAD COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated June 20, 1881, filed in the office of the Secretary of State August 4, 1881.

The line of road was defined as follows, to wit:

"It is intended to construct said railroad from the City of Joliet, County of Will, westwardly through the town of Sheridan, and from thence northwardly to the City of Rockford in Winnebago County."

It was organized at Chicago, February 8, 1882, and built a railroad from a connection with the Chicago Burlington & Quincy Railroad at Sheridan Junction, Illinois, thence northwesterly to a connection with the Chicago Burlington & Quincy Railroad at Paw Paw, a distance of nineteen and fifty-four hundredths miles. It was completed November 27, 1882, and was leased to the Chicago, Burlington & Quincy Railroad Company, May 1, 1882, and conveyed to that company by deed dated June 1, 1899.

ARTICLES OF INCORPORATION, June 20, 1881, Joliet, Rockford & Northern Railroad Company.

We, the undersigned, T. J. Potter, L. O. Goddard, J. L. Lathrop, E. P. Ripley and H. W. Weiss, hereby adopt the following articles of incorporation, for the purpose of constructing, maintaining and operating a railroad in the state of Illinois, as follows:

First. The name of the corporation shall be the "Joliet, Rockford & Northern Railroad Company."

Second. It is intended to construct said railroad from the city of Joliet, county of Will, westwardly through the town of Sheridan, and from thence northwardly to the city of Rockford, in Winnebago County.

Third. The principal business office of said proposed corporation shall be at Chicago, County of Cook, in the state of Illinois.

Fourth. The proposed corporation shall commence on the twentieth (20) day of June, A. D. 1881, and continue for the period of fifty years, and for such other period as may be provided by law.

Fifth. The amount of the capital stock of said company shall be One Million, Five Hundred Thousand Dollars ($1,500,000) to be divided into Fifteen Thousand (15,000) shares of One Hundred Dollars ($100) each.

Sixth. The names and places of residence of the several persons forming this association for incorporation, are:

T. J. Potter,	Chicago, Ills.
L. O. Goddard,	Chicago, Ills.
E. P. Ripley,	Riverside, Ills.
H. W. Weiss,	Chicago, Ills.
J. L. Lathrop,	Winnetka, Ills.

Seventh. T. J. Potter, L. O. Goddard, J. L. Lathrop, E. P. Ripley, & J. S. Cameron shall compose the first Board of Directors of said Company.

The affairs of said Company shall be managed by a Board of Directors, who shall elect a President, a Secretary and Treasurer, and such other officers as they may deem expedient to be appointed.

Eighth. The number of shares of the Capital Stock of this corporation shall be Fifteen Thousand and shall be One Hundred Dollars ($100) each.

We, the above named incorporators do hereby adopt the foregoing articles of incorporation for the uses and purposes therein set forth.

In Witness Whereof, we hereunto set our hands and seals, this 20th day of June, A. D. One Thousand, Eight Hundred and Eighty-one (1881).

T. J. Potter.
Jno. L. Lathrop.
L. O. Goddard.
E. P. Ripley.
H. W. Weiss.

State of Illinois, } ss.
Cook County. }

I, Fred. S. Blossom, a Notary Public in and for the State and County aforesaid, do by this writing certify that T. J. Potter, L. O. Goddard, J. L. Lathrop, E. P. Ripley and H. W. Weiss, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, viz: articles of incorporation of the Joliet, Rockford & Northern Railroad Company, appeared before me this day in person and acknowledged that they signed and sealed the said Instrument as their free and voluntary act and deed for the uses and purposes therein named.

In Witness Whereof, I have hereto set my hand and affixed my Notarial Seal, this Twentieth day of June, A. D. One Thousand, Eight Hundred and Eighty-one.

Fred S. Blossom,
[seal] *Notary Public.*

United States of America, } ss.
State of Illinois, }

office of secretary.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that The foregoing Articles of Incorporation of the Joliet, Rockford and Northern Railroad Company, was filed for record in this office, Aug. 4th A. D. 1881, at 8.46 O'clock A. M. and duly recorded in Book "4" Railroad Incorporations Page 263.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 4th day of August, A. D. 1881.

HENRY D. DEMENT,
Secretary of State.

[SEAL]

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County	*Date*	*Book*	*Page*
WILL	June 21, 1881	187	241
KENDALL	June 24, 1881	40	245
LASALLE	June 28, 1881	213	113
LEE	July 23, 1881	C	408

CONTRACT AND LEASE. May 1, 1882 Joliet, Rockford & Northern Railroad Company and Chicago, Burlington & Quincy Railroad Company.

This Indenture of Contract and Lease, made this first day of May, A. D. 1882, by and between the Joliet, Rockford & Northern Railroad Company, a corporation of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois, party of the second part:

Witnesseth: That Whereas, the said first party is authorized by the laws of the State of Illinois, to locate, construct, maintain and operate, a railroad between the town of Joliet, in Will County, and Rockford, in Winnebago County, State of Illinois, and has already located, and is engaged in the construction of, that section of said road between Sheridan, in LaSalle County, and Paw Paw, in Lee County, State of Illinois, a distance of about twenty miles, and has resolved to borrow a sum not exceeding sixteen thousand (16,000) dollars per mile of completed road, and to issue therefor, upon the said section between Sheridan and Paw Paw, now in process of construction, its single bond for a sum equal to sixteen thousand (16,000) dollars per mile of completed road upon that section, which bond is to bear date, the first day of May, A. D. 1882, to have forty (40) years to run to maturity, to bear interest at the rate of seven (7) per cent annum, payable semi-annually, both principal and interest payable at the office of the Chicago, Burlington and Quincy Railroad Company, in the City of Boston, Massachusetts, and has secured the payment therefor by a Trust Mortgage to which this Lease is subject, and for the provisions whereof reference is hereby had to Wm. J. Ladd and Henry Parkham, of Boston, Massachusetts, Trustees, therein named, upon that section of its road extending from Sheridan to Paw Paw, aforesaid, constructed and to be constructed, its right of way, road bed, superstructure, grounds, depot buildings, and all other of its said property connected therewith, together with the rights privileges and franchises belonging thereto; which said Trust Mortgage bears even date herewith, and is to be recorded in the counties through which said railroad runs; and

Whereas, the proceeds of said bond, and the other means of said Company, will be sufficient only for the construction and completion of the road

bed and superstructure of said section between Sheridan and Paw Paw and will leave said first party without means to procure equipment necessary for the maintenance and operation of said railroad; and, in order that the same may, when completed be equipped, maintained and operated in such manner as the public convenience may require; and also that means may be provided for the payment of the semi-annually accruing interest on said bond, so that the same may be negotiated at reasonable rates; it has resolved to enter into the agreement herein contained, and in reference to the subject matter of which the respective parties hereto are fully authorized by the laws of the State of Illinois to contract as herein provided;

Now, Therefore, This Indenture Witnesseth, that the first party in consideration of the covenants and agreements herein contained, to be kept and performed by said second party, it, the said first party, hath granted, demised and leased, and by these presents, doth grant, demise and lease, unto the said party of the second part, its successors and assigns, all the following described property of said Joliet, Rockford and Northern Railroad Company; that is to say:—

All its railroad, extending from the town of Joliet to Rockford, aforesaid, constructed and to be constructed, and especially including that portion thereof now in process of construction between Sheridan and Paw Paw, aforesaid, made and to be made, including right of way, lands occupied thereby, superstructure and tracks thereon, and to be placed thereon, and other materials used therein and procured and to be procured therefor, bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all other property, real and personal, appertaining to said railroad, and especially to the said section thereof between Sheridan and Paw Paw, and to the use thereof, now owned or hereafter to be acquired by said first party, together with the rents, revenues and income to be had, levied or derived therefrom, and all the rights, privileges and franchises of said first party, in, to, or concerning said railroad, constructed and to be constructed, and every part thereof:

To Have and to Hold the above described railroad premises and property, with the appurtenances, rights, privileges and franchises appertaining thereto, unto the said party of the second part, its successors and assigns, from the day of the date hereof, for and during the chartered existence of said first party, and during the extension or extensions, renewal or renewals, of the chartered rights and existence of said first party, if said renewals or extensions shall be had, as hereinafter provided; absolute and exclusive possession of said section of railroad between Sheridan and Paw Paw to be delivered to the said second party, its successors and assigns, as soon as the same shall be completed and in like manner, possession of any additional sections which may hereafter be built to be delivered as, and as soon as, they shall be severally completed.

Said first party further agrees that, during the continuance of this Lease, and the life of its present charter, it will keep up its corporate organization by the annual election of its directors and officers, and the performance of such other acts as may be required by law for that purpose;

and further, that at the expiration of its present charter, it will, at the request of said second party, its successors or assigns, in case the mortgage herein mentioned shall not have, in the meantime, been foreclosed, cause its chartered rights, powers and franchises to be renewed and extended for another term of fifty years, or for such other or further period as may at the time be authorized by law; and will, in like manner, and on like request, at each successive expiration of its chartered rights, provided, always, that no foreclosure of mortgage has taken place, renew and extend the same, and will, during all such renewals and extensions, keep up and maintain its organization, so as, in effect, to make such corporation a continuing one; and will, at the termination of its present chartered existence and at the termination of each successive renewal and extension thereof, as hereinafter provided, at the request of the second party, its successors and assigns, in case no foreclosure of mortgage shall have been had, renew or extend, or cause to be renewed or extended, this lease, on the terms conditions and stipulations herein provided, so as, in effect, to make the same perpetual.

The said second party, in consideration of the premises, hereby agrees to take full possession of the railroad premises and property hereby demised, as soon as said section of road between Sheridan and Paw Paw shall be completed; and to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged or assessed on said demised railroad premises and property during the continuance of this lease, and all renewals thereof, and to procure and place on said sections of road between Sheridan and Paw Paw such and such an amount of rolling stock as may be reasonably required in the transaction of the business of said demised railroad, and to keep the same in good condition; and to maintain and operate said section of railroad in such manner as may be required to reasonably accommodate the country through which said demised railroad passes; and, whensoever any additional section of said railroad shall be constructed by the first party, the same shall, in like manner, be equipped and operated by the second party, under the terms and provisions of this lease; and the covenants herein shall become and be applicable thereto; and, in addition thereto, to pay an annual rental therefor of thirty per cent of the gross earnings thereon; gross earnings on all joint business to be computed upon a prorate basis, according to the distance carried, respectively, on the roads of the parties hereto: Said thirty per cent of gross earnings, the second party guarantees shall amount to a sum sufficient to pay the semi-annually accruing interest on the bond herein mentioned and contemplated, and which shall be paid semi-annnually, on the first days of May and November in each year, at the office of the second party, in the City of Boston, to the trustees named in said deed of trust, or to their successors in said trust, and so much thereof as may be necessary to be used and applied by them to pay and take up the semi-annually maturing coupons attached to said bond or bonds until all are paid, and, after maturity of said bond or bonds to be applied by them to the payment of interest thereon, at the rate of seven per cent per annum, payable semi-annually, at the same time

and place, until expiration of the chartered rights of said first party; and any balance remaining in their hands at the end of each year, and not required for payment of coupons and interest, as herein provided, shall be paid to the first party, its successors and assigns provided, however, that in case a foreclosure of said mortgage shall be had before or after the maturity of said bond, or before the expiration of the chartered rights of said Company, then and thereafter this lease shall cease and determine;

And further, in case no foreclosure of said mortgage shall take place before the expiration of the chartered existence of said first party, and in case new bond or bonds, secured by mortgage, as hereinafter provided, shall be executed and delivered to take the place of the bond herein mentioned, and this lease shall be renewed, as herein provided, then the said rent, or so much thereof as may be required, shall be appropriated by the trustees therein to paying and taking up the coupons that shall be attached to the same, and, in like manner, to paying and taking up the coupons on successive issues of bonds, as herein provided, so long as no foreclosure shall be had of such subsequent and successive mortgages; it being understood that a foreclosure, whenever had, shall terminate the lease which may be executed, as herein provided.

And further, in case no foreclosure shall have taken place at the termination of the present charter of the said first party, and in case the holders of said bond or bonds shall consent, and the second party shall request, the first party, having renewed or extended its charter, and executed and delivered another lease, as hereinbefore provided, agrees that it will make, execute and deliver other bond or bonds in same amount, drawing the same rate of interest, and of like character as that herein first mentioned, to take its place, and run during the continuance of said renewed charter; and that it will, in like manner, secure the payment of the same by a trust mortgage on the property herein described, of like character to the one hereinbefore mentioned; and that it will thereafter, at each expiration of its renewed charter and this lease, as herein contemplated, with the consent of the bondholder or bondholders, and at the like request of the second party, its successors and assigns, make, execute and deliver, successive bond or bonds and mortgages, of like character, to take the place of those previously existing; but in the meantime and at no time shall said first party, its successors and assigns, execute any second mortgage, or any mortgages other than those hereinbefore mentioned and provided for on the property herein described, or any part thereof.

It is mutually agreed, that the rent herein reserved shall commence on the day of the completion of said section of road between Sheridan and Paw Paw, aforesaid, and continue thereafter, as herein, provided, and further, that, in case this lease shall be terminated at any time, for any cause, said first party, its successors and assigns, before it shall be entitled to the possession of said premises, or any part thereof, shall pay to the second party, its successors and assigns, the original cost of all additional construction which the second party may deem it necessary or proper to make on said demised premises, and of all permanent improvements made thereon,

and on any part thereof, together with interest thereon at the rate of seven per cent per annum from the time of completion of each item of construction and improvement, and for all such expenditures and the interest thereon, the second party shall have a lien which shall entitle it to hold possession and use of said demised premises, and the revenues to be derived therefrom, until the same shall be paid.

It is mutually and expressly agreed, that the capital stock of said first party shall not exceed the sum of sixteen thousand (16,000) dollars per mile of completed road, and that no other or greater amount of stock shall ever be created, authorized or issued by said first party, its successors and assigns, by amendment of its charter, or otherwise, without the written consent of the second party, its successors and assigns; and further, that the covenants and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the said parties hereto have caused their corporate names to be hereto subscribed by their respective presidents, and their corporate seals to be hereto attached and attested by their respective secretaries, the day and year first above written.

JOLIET, ROCKFORD AND NORTHERN RAILROAD COMPANY,
By JNO. L. LATHROP,
[SEAL] *President.*
Attest:
L. O. GODDARD,
Secretary.

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By CHARLES E. PERKINS,
[SEAL] *President.*
Attest:
W. J. LADD,
Asst. Secretary.

DEED, June 1, 1899, Joliet, Rockford & Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the Joliet, Rockford & Northern Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois, WITNESSETH: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Sheridan, in La Salle County, extending thence northwesterly via Earlville, to Paw Paw, in Lee County, a distance of about nineteen and fifty-four hundredths (19.54) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease substantially in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accomodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so

desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

JOLIET, ROCKFORD & NORTHERN RAILROAD COMPANY,
By C. I. STURGIS,
[SEAL] *President.*

Attest:
H. W. WEISS,
Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
By C. E. PERKINS,
[SEAL] *President.*

Attest:
T. S. HOWLAND,
Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of the Joliet, Rockford & Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Joliet, Rockford & Northern Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 14 day of June, A. D. 1899.

HERBERT HAASE,
[SEAL] *Notary Public for said County and State.*

STATE OF IOWA,
COUNTY OF DESMOINES. } ss.

Be it remembered, that, on this 13 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

W. F. MCFARLAND,
[SEAL] *Notary Public for said County and State.*

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LASALLE	June 22, 1899	390	262
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GALESBURG & RIO RAILROAD COMPANY

This company was incorporated April 9, 1886, under the General Laws of Illinois, the Articles being filed with Secretary of State April 12, 1886.

Under its Articles the company proposed to construct the following railroad, to wit:

" . . . from a point on the main line of the Chicago, Burlington & Quincy Railroad within or near Galesburg, in Knox County, Illinois, thence northerly to a connection with the Saint Louis, Rock Island & Chicago Railroad Company's tracks at or near Rio station, in said County of Knox."

It was organized at Chicago April 21, 1886, and built from a connection with the Chicago, Burlington & Quincy Railroad at Galesburg, thence northerly to a connection with that company's line at Rio Station, a distance of twelve and forty-five hundredths miles.

It was completed October 31, 1886, and was leased to the Chicago, Burlington & Quincy Railroad Company, October 1, 1886, and conveyed to that company by deed dated June 1, 1899.

ARTICLES OF INCORPORATION, April 9, 1886, Galesburg & Rio Railroad Company.

We, the undersigned, do hereby associate ourselves together for the purpose of constructing, purchasing, operating, leasing and using a railroad in the State of Illinois, and do adopt the following articles of incorporation:—

ARTICLE I.

The name of the corporation shall be the "Galesburg & Rio Railroad Company."

ARTICLE II.

It is intended to construct a line of railroad from a point on the main line of the Chicago, Burlington & Quincy Railroad, within or near Galesburg in Knox County, Illinois, thence northerly to a connection with the St. Louis, Rock Island and Chicago Railroad Company's tracks at or near Rio Station in said county of Knox.

ARTICLE III.

The principal business office of said proposed corporation shall be at Galesburg in said Knox county.

ARTICLE IV.

Said proposed corporation shall commence on the 12th day of April, A. D. 1886, and continue fifty years and for such longer period as may be provided by law.

ARTICLE V.

The amount of the capital stock of said corporation shall be two hundred and sixty thousand dollars ($260,000).

ARTICLE VI.

The names and places of residence of the several persons forming the Association for Incorporation, are

L. O. Goddard, Frank S. Bagg, W. J. Fabian, J. L. Lathrop, all of Chicago, Illinois, and Charles W. Darrow of South Evanston, Illinois.

ARTICLE VII.

L. O. Goddard, Frank S. Bagg, W. J. Fabian, J. L. Lathrop and Charles W. Darrow, shall comprise the first Board of Directors.

The management of the affairs of said corporation shall be vested in its Board of Directors, which shall elect a President, Secretary and Treasurer and appoint such other officers as it shall deem necessary.

ARTICLE VIII.

The number of shares of capital stock shall be two thousand six hundred shares, of one hundred dollars each.

In Witness Whereof, we have hereunto set our hands and seals this 9th day of April, A. D. 1886.

L. O. GODDARD [SEAL]
FRANK S. BAGG [SEAL]
W. J. FABIAN [SEAL]
J. L. LATHROP [SEAL]
CHARLES W. DARROW [SEAL]

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the "Galesburg and Rio Railroad Company" were filed for record in the office of the Secretary of State of the State of Illinois on the twelfth day of April, A. D. 1886, at 9 o'clock A. M. and duly recorded in Book No. 6 of Railroad Records at Page 235.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 13th day of April, A. D. 1886.

HENRY D. DEMENT,
Secretary of State.

[SEAL]

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

No. 114840

I, Josiah Gale, Clerk of the Circuit Court, and ex-officio Recorder, within and for the County of Knox and State aforesaid, do hereby certify that the Instrument of writing to which this certificate is attached, was filed for record in my office, on the 10th day of April 1886, at 3 o'clock P. M., and is duly recorded in Volume 124 of Deeds, on page 477.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Galesburg, the day and date aforesaid.

JOSIAH GALE,
Clerk.

[SEAL]

LEASE, October 1, 1886, Galesburg & Rio Railroad Company to Chicago, Burlington & Quincy Railroad Company.

This Indenture of Contract and Lease, Made this first day of October, A. D., 1886, by and between the Galesburg & Rio Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, party of the second part, said parties being corporations organized and existing under and in accordance with the laws of the State of Illinois; *Witnesseth:* That, Whereas, The said first party, pursuant to the statutes of the state of Illinois, and of its organization as a corporation, as aforesaid, is authorized to construct, maintain, and operate a railroad and branches, commencing at a point on the main line of the Chicago, Burlington and Quincy Railroad Company within or near Galesburg, in Knox County, Illinois, thence northerly to a connection with the St. Louis, Rock Island and Chicago Railroad Company's tracks at or near Rio Station, in said county of Knox and has already commenced the construction of its said railroad, as hereinbefore described the remaining portions of the road to be built from time to time, as the Board of Directors of said Company may determine; and

Whereas, Said Company has resolved to borrow not to exceed twenty thousand (20,000) dollars per mile for each mile and fraction thereof of single track of its constructed main and branch lines of road, and ten thousand (10,000) dollars additional for each mile of second track, when built, to aid in paying for the construction thereof, and to issue its several bonds for the amounts so borrowed, all payable to bearer, and to bear date the Second day of May, A. D. 1887, to have forty (40) years from their date to run to maturity, to bear interest at the rate of Six (6) per cent. per annum, payable semi-annually, on the first day of May, and the first day of November in each year, at the office of the Chicago, Burlington & Quincy Railroad Company in the city of Boston, Massachusetts, where the principal is also to be paid; and has secured the payment of all said bonds, issued and to be issued, by a trust mortgage, to which this Lease is subject, and for the provisions of which reference is hereby had, to Henry Parkman and William J. Ladd of Boston, Massachusetts, trustees therein, upon its road

and branches, constructed and to be constructed, described as aforesaid, and extending from Galesburg to Rio including all its rights of way and lands occupied thereby, road-bed, superstructure, depot grounds, depot buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto, which said trust mortgage bears date May Second (2d), A. D. 1887, and will be recorded in the counties through which said railroad runs; and

Whereas, The proceeds of said bonds, and the other means of said Company, will be sufficient only for the construction and completion of said road-bed and superstructure, and will leave said first party without means to procure equipment necessary for the maintenance and operation of its said railroad; and in order that the same may, when completed, be equipped, maintained, and operated in such manner as the public convenience may require, and also that means may be provided for the payment of the semi-annually accruing interest on said bonds, issued and to be issued, so that the same may be negotiated at reasonable rates, it has resolved to enter into the agreements herinafter contained, and in reference to the subject matter of which the respective parties hereto are fully authorized by law to contract as herein provided; and

Whereas, The second party owns and is operating a continuous and connected line of railroad, extending from Chicago, in the State of Illinois, across and through the State of Illinois, and connecting at Galesburg, Illinois, with the railroad of the first party, the roads of the two parties thus forming a continuous line of railroad from the City of Chicago, in the State of Illinois, to the said town of Rio

Now, therefore, this Indenture Witnesseth: That the first party, in consideration of the covenants and agreements herein contained, to be kept and performed by the said second party, hath granted, demised, and leased, and by these presents doth grant, demise, and lease, unto the said second party, its successors and assigns, all the following described property of the said Galesburg and Rio Railroad Company, that is to say:

All its railroad, and branhces, extending from Galesburg to Rio, aforesaid, constructed and to be constructed, and especially including that portion thereof now under construction between the towns of Galesburg, and Rio aforesaid, including all its rights of way and lands occupied thereby, superstructure and tracks thereon and to be placed thereon, and all materials used therein and procured or to be procured therefor; all bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all machine shops, and all other property, real or personal, appertaining to said railroad, and to the use thereof, now owned or hereafter to be acquired by said first party, together with the rents, revenues, and income to be had, levied, or derived therefrom, and all the rights, privileges, and franchises of said first party in, to, or concerning said railroad, constructed and to be constructed, and every part thereof.

To Have and to Hold the above described railroad, premises, and property, with the appurtenances, rights, privileges, and franchises appertaining thereto, unto the said party of the second part, its successors and assigns,

from the day of the date hereof, for and during the chartered existence of said first party, and during the extension or extensions, renewal or renewals, of the chartered rights and existence of said first party, if said renewals or extensions shall be had as hereinafter provided; absolute and exclusive possession to be now delivered to said second party, its successors and assigns, of the said section of railroad between the said town of Galesburg, and the said town of Rio, and of the remaining sections or portions thereof when and as soon as built.

Said first party further agrees that, during the continuance of this lease and the life of its present charter, it will keep up its corporate organization, by the annual election of its directors and officers, and the performance of such other acts as may be required by law for that purpose.

And further, that at the expiration of its present charter, it will, at the request of said second party, its successors or assigns, in case the mortgage herein mentioned shall not in the meantime have been foreclosed, cause its chartered rights, powers, and franchises to be renewed and extended for another term of fifty (50) years, or for such other or further period as may at that time be authorized by law; and will, in like manner, and on like request, at each successive expiration of its chartered rights (provided always that no foreclosure of mortgage has taken place), renew and extend the same; and will, during all such renewals and extensions, keep up and maintain its organization, so as in effect to make such corporation a continuous one; and will, at the termination of its present chartered existence, and at the termination of each successive renewal and extension thereof, as hereinbefore provided, at the request of the second party, its successors or assigns, in case no foreclosure of mortgage shall have been had, renew and extend, or cause to be renewed and extended, this lease, on the terms, conditions, and stipulations herein provided, so as in effect to make the same perpetual.

The said second party, in consideration of the premises, hereby agrees to take full possession of the railroad, premises, and property hereby demised, and to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged, or assessed on said demised railroad, premises, and property, or any part thereof, during the continuance of this lease and all renewals thereof, and to procure and place on said railroad such and such an amount of rolling stock as may be reasonably required in the transaction of the business of said demised railroad, and to keep the same in good condition, and to maintain and operate said railroad in such manner as may be required to reasonably accommodate the country through which said demised railroad passes. And it is expressly agreed and understood, that when and as soon as any additional section or sections of said railroad shall be built, the second party will take possession thereof and operate the same under and in pursuance of the terms of this instrument; and this Lease shall be, and be held to be, applicable to such sections hereafter to be constructed in all respects the same as to the portion now built.

And, in addition to the foregoing, the second party agrees to pay an annual rental of thirty (30) per cent. of the gross earnings of the demised railroad on all joint business, gross earnings to be computed upon a *pro rata*

basis according to the distances carried respectively on the roads of the parties hereto, which said thirty (30) per cent. of gross earnings, the said second part guarantees shall amount to a sum sufficient to pay the semi-annually accruing interest on the bonds herein mentioned and contemplated, and which shall be paid semi-annually on the first days of May and November in each year, at the office of the second party in the city of Boston, Massachusetts, to the trustees named in said deed of trust, or to their successors in said trust, and so much thereof as may be necessary to be used and applied by them to pay and take up the semi-annually maturing coupons attached to said bonds, until all are paid, and, after the maturity of said bonds, to be applied to the payment of interest thereon at the rate of six (6) per cent. per annum, payable semi-annually at the same time and place, until the expiration of the chartered rights of said first party; and any balance remaining in their hands at the end of each year, and not required for the payment of coupons and interest as herein provided, shall be paid to the first party, its successors or assigns. Provided, however, that, in case a foreclosure of mortgage shall be had before or after the maturity of said bonds, or before the expiration of the chartered right of said company, then and thereafter this lease shall cease and determine.

And further, in case no foreclosure of said mortgage shall take place before the expiration of the chartered existence of said first party, and in case new bonds, secured by mortgage, as hereinafter provided, shall be executed and delivered to take the place of the bonds herein mentioned, and this lease shall be renewed as herein provided, then the said rent, or as much thereof as may be required, shall be appropriated by the trustees therein to paying and taking up the coupons that shall be attached to the same, and, in like manner, to paying and taking up the coupons on successive issues of the bonds, as hereinafter provided, so long as no foreclosure shall be had of such subsequent and successive mortgages; it being understood that a foreclosure, whenever had, shall terminate any lease which may be executed as herein provided.

And Further, in case no foreclosure shall have taken place at the termination of the present charter of said first party, and in case the holders of the said bonds shall consent, and the second party shall so request in writing, the said first party, having renewed and extended its charter and executed and delivered another lease, as hereinbefore provided, agrees that it will make, execute, and deliver other bonds in like amount, drawing the same rate of interest, and of like character to those hereinbefore mentioned, to take their place and run during the continuance of said renewed charter; and that it will in like manner secure the payment thereof by a trust mortgage on the property herein described, of like character to the one hereinbefore mentioned; and that it will thereafter, at each expiration of its renewed charter and this lease, as herein contemplated, with the consent of the bondholders, and at the like request of the second party, its successors and assigns, make, execute, and deliver successive bonds and mortgages of like character, to take the place of those previously existing.

But in the meantime, and at no time, shall said first party, its successors

or assigns, execute any second mortgage, or any mortgages other than those hereinbefore mentioned or provided for, on the property herein described, or any part thereof.

It is Mutually Agreed, That the rent herein reserved shall commence on the first day of November, 1887, and continue thereafter as herein provided; and further, that in case this lease shall be terminated at any time, for any cause, said first party, its successors and assigns, before it shall be entitled to the possession of said demised premises, or any part thereof, shall pay to the second party, its successors and assigns, the original cost of all additional construction which the second party may deem it necessary or proper to make on said demised premises, and of all permanent improvements made thereon and on any part thereof, together with interest thereon at the rate of six (6) per cent. per annum, from the time of the completion of each item of construction and improvement, and for all such expenditures, and the interest thereon, the second party shall have a lien, which shall entitle it to hold possession and use of said demised premises, and the revenues to be derived therefrom, until the same shall be paid.

It is Mutually and Expressly Agreed, That the capital stock of said first party shall not exceed the sum of two hundred and sixty thousand (260,000) dollars, and that no other or greater amount of stock shall ever be created, authorized, or issued by said first party, its successors and assigns, by amendment of its charter or otherwise, without the written consent of the second party, its successors and assigns; and further, that the covenants and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective Presidents and their corporate seals to be hereto, and to one other original, affixed and attested, upon the part of the first party by its Secretary, and upon the part of the second party by its Secretary, the day and year first above written.

THE GALESBURG AND RIO RAILROAD COMPANY,
By JNO. L. LATHROP,
President.

[SEAL]

Attest:
L. O. GODDARD,
Secretary.

THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By C. E. PERKINS,
President.

[SEAL]

Attest:
T. S. HOWLAND,
Secretary.

DEED, June 1, 1899, Galesburg & Rio Railroad Company to Chicago Burlington & Quincy Railroad Company.

This Indenture, Made this first day of June, A. D. 1899, by and between the Galesburg & Rio Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Galesburg, in Knox County, extending thence northerly to Rio in said county, a distance of about twelve and twenty-two hundredths (12.22) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease substantially in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to

be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

GALESBURG & RIO RAILROAD COMPANY,

[SEAL] By C. I. STURGIS,
President.

Attest:
H. W. WEISS,
Secretary.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By C. E. PERKINS,
President.

Attest:
T. S. HOWLAND,
Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered, that, on this 14th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of the Galesburg & Rio Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Galesburg & Rio Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board

of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

HERBERT HAASE,
[SEAL] *Notary Public for said County and State.*

STATE OF IOWA,
COUNTY OF DESMOINES. } ss.

Be it remembered, that, on this 13th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 13th day of June, A. D. 1899.

W. F. MCFARLAND,
[SEAL] *Notary Public for said County and State.*

RECORDED IN ILLINOIS

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KNOX	June 21, 1899	165	80

TRUST MORTGAGE, May 2, 1887, Galesburg & Rio Railroad Company to Henry Parkman et al. Trustees.

This Indenture of Mortgage, made this second day of May, A. D. One Thousand, Eight Hundred and Eighty-seven (1887), by and between the Galesburg & Rio Railroad Company, a corporation created and existing under and in conformity with the laws of the State of Illinois, party of

the first part, and Henry Parkman and William J. Ladd, of Boston, in the state of Massachusetts, Trustees herein, parties of the second part.

Witnesseth: That, Whereas the said party of the first part, pursuant to the statutes of the State of Illinois, and of its organization as a corporation, is authorized to construct, maintain and operate a railroad with single and double tracks, commencing at a point on the main line of the Chicago, Burlington and Quincy Railroad Company within or near Galesburg, in Knox County, Illinois, and running thence northerly to a connection with the railroad of the St. Louis, Rock Island and Chicago Railroad Company at or near Rio Station, in said County of Knox; and

Whereas, said first party has now constructed and completed its single track railroad, as above described; and

Whereas the said first party is authorized by its Charter and the laws aforesaid, to execute trust mortgages of its railroad and the franchises connected therewith, and of its other property, to secure the payment of bonds issued for the objects and purposes hereinafter set forth; and

Whereas the said Galesburg & Rio Railroad Company is desirous of borrowing money to an amount not exceeding Twenty Thousand (20,000) Dollars per mile for each mile and fraction thereof of single track of its constructed line of road, and Ten Thousand (10,000) Dollars per mile additional for each mile of second track when built, to aid in paying for the work and material used in the construction of its road, as the Directors of the Company may from time to time determine to build the same; and has resolved to execute and issue therefor, or for the amounts so borrowed, its several bonds, all to bear date the second day of May, A. D. 1887, maturing May 1st, A. D. 1927, to bear interest at the rate of six (6) per cent per annum, payable semi-annually, on the first day of May and the first day of November in each year, at the office of the Chicago, Burlington & Quincy Railroad Company in the City of Boston, Massachusetts, where the principal is also to be paid; all of which said bonds are to bear the same date, and are to stand equally secured by this Trust Mortgage, though issued at different times, and are to be numbered from one (1) to the highest number that may be issued; each of which said bonds is to be authenticated by a certificate thereon, signed by the Trustees named in the Trust Mortgage, or their successors in said trust.

Now, Therefore, This Indenture Witnesseth: That the said Galesburg and Rio Railroad Company, party of the first part, in order to secure payment of its said bonds and the interest thereon, and in consideration of One (1) Dollar to it in hand paid by the second parties at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey, to the said parties of the second part, and their successors in said trust and assigns, all the above and all the following described property, to wit:

All the present and in the future to be acquired property of the said Galesburg and Rio Railroad Company in and relating to its said railroad, and all the right, title, interest and equity of redemption therein, that is to say: all the railroad of said first party, now constructed and to be

constructed, described as aforesaid, and extending from Galesburg, Knox County Illinois, to Rio, in said Knox County, including all its rights of way and lands occupied thereby; superstructure and tracks thereon and to be placed thereon, and all materials used therein and procured or to be procured therefor; all bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all machine shops and all other property, real or personal, appertaining to said railroad and to the use thereof, now owned or hereafter to be acquired by said first party, together with the rents, revenues and income to be had, levied or derived therefrom, and all the rights, privileges and franchises of said first party in, to or concerning said railroad, constructed and to be constructed, and every part thereof and property to be acquired by virtue of said franchises, now in possession or hereafter to be acquired, on or along the line of said railroad.

To Have and to Hold the said railroad and property, and all and singular the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, or the survivor of them, their successors in said trust and assigns, but for the purposes and for the following express trusts, that is to say:

* * * * * * * * * *

In Witness Whereof the first party has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereto affixed and attested by its Secretary, and the second parties have hereunto set their hands and seals all as on the day and year first above written.

GALESBURG AND RIO RAILROAD COMPANY,

[SEAL] By JNO. L. LATHROP,
President.

Attest:
L. O. GODDARD,
Secretary.

HENRY PARKMAN,
WILLIAM J. LADD,
Trustees.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it Remembered that, on this fifteenth day of February, A. D. 1888, before me, Chester M. Dawes, a Notary Public in and for said County and State, personally appeared J. L. Lathrop and L. O. Goddard, who are personally known to me to be the President and Secretary, respectively, of the Galesburg and Rio Railroad Company, and to be the identical persons whose names are subscribed to the foregoing mortgage as such officers, and acknowledged that they, in their official capacities, and being duly authorized thereto, had executed the foregoing instrument, and that the seal was fixed by like authority, and declared the execution of the same to be their voluntary act and deed, and the voluntary act and deed of said Company, for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my Notarial seal, at my office in Chicago, the day and year last above written.

CHESTER M. DAWES,
Notary Public.

[SEAL]

STATE OF ILLINOIS, } ss.
KNOX COUNTY. }

No. 120286.

I, Josiah Gale, Clerk of the Circuit Court and Ex-Officio Recorder within and for the County of Knox and State aforesaid, do hereby certify that the instrument of writing to which this certificate is attached was filed for record in my office on the 5th day of March, 1888, at 3¼ o'clock P. M. and is duly recorded in Volume 52 of Mortgages on page 37.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Galesburg the day and date aforesaid.

JOSIAH GALE,
Clerk.
By E. C. DOHN,
Deputy Clerk.

[SEAL]

RELEASE, June 30, 1899, Henry Parkman et al. to Galesburg & Rio Railroad Company.

Whereas, all the bonds issued under and secured by an Indenture of Mortgage dated May 2, 1887, between the Galesburg & Rio Railroad Company and Henry Parkman and William J. Ladd, Trustees, have been fully paid, and all the agreement under said Trust Mortgage have been carried out on the part of said Railroad Company.

Now, Therefore, we, Henry Parkman and William J. Ladd, the Trustees under said Mortgage, do hereby certify that the same has been and is fully paid and satisfied in all respects; and we hereby, as such Trustees, release and discharge the property covered by said Mortgage of and from the lien thereof.

In Witness Whereof, we, Henry Parkman and William J. Ladd, Trustees as aforesaid, have hereunto set our hands and seals as Trustees, this 30th day of June, A. D. 1899.

HENRY PARKMAN, [SEAL]
WILLIAM J. LADD, [SEAL]
Trustees.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK }

I, Walter J. Jarvis, a Notary Public, within and for said County and State, do hereby certify that on this 6th day of July, 1899, before me, personally appeared Henry Parkman and Wiliam J. Ladd, to me personally known to be the same persons who executed the foregoing instru-

ment, and acknowledged that they signed, sealed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, the day and year aforesaid.

WALTER J. JARVIS,
Notary Public.

[SEAL]
[U. S. Revenue Stamp]

FULTON COUNTY NARROW GAUGE RAILWAY COMPANY

Fulton County Extension Railway Company
Fulton County Narrow Gauge Railway Company

FULTON COUNTY EXTENSION RAILWAY COMPANY

This company was incorporated under the General Laws of Illinois. The Articles are dated May 20, 1881, and were filed with the Secretary of State on May 27, 1881.

By the Articles, the company defined its road as follows, to wit:

"From Fairview, in the County of Fulton, and State of Illinois, west to East Burlington, in the County of Henderson, and east to the city of Peoria, and from said line at some convenient point or points by the way of Monmouth, in the county of Warren, northwestwardly to the Mississippi river, and by way of Galesburg, in the county of Knox, north to the Mississippi river, said line being wholly in the State of Illinois."

It was organized at Lewistown, June 3, 1881, and built from a connection with the Fulton County Narrow Gauge Railway at Fairview, Illinois, thence northerly to Galesburg, a distance of twenty-nine and seventy-one hundredths miles.

As originally built, this road was a narrow-gauge (3 feet) railway. The gauge of this line was changed to standard, October 15, 1905.

It was completed August 20, 1882, and was leased by the Fulton County Narrow Gauge Railway Company September 1, 1882, and conveyed to that company by deed dated January 31, 1906.

ARTICLES OF INCORPORATION, May 20, 1881, Fulton County Extension Railway Company.

At a meeting held in Lewistown in the County of Fulton & State of Illinois, on the 20th day of May A. D. 1881, for the purpose of organizing and incorporating a company to construct & operate a railroad to run from Fairview in the County of Fulton & State of Illinois, west to East Burlington in the County of Henderson, and east, to the City of Peoria,

in the County of Peoria, and from said line at some convenient point or points by the way of Monmouth in the County of Warren northwestwardly to the Mississippi river and by way of Galesburg in the County of Knox, north to the Mississippi river. Said line being wholly in the State of Illinois and passing through or into the following Counties of said State, viz.: Fulton, Peoria, Warren, Henderson, Mercer, Knox and Rock Island. The following articles of incorporation were duly adopted by the undersigned in accordance with the statute regulating and governing the incorporation of railroad companies in force March 1st A. D. 1872.

ARTICLE 1.

The name of this corporation shall be the Fulton County Extension Railway Company.

ARTICLE 2.

The places from and to which it is intended to construct the proposed railroad, are set out & stated above.

ARTICLE 3.

The principal business office of said corporation shall be established and maintained at Lewistown, Illinois.

ARTICLE 4.

The time of the commencement of said corporation shall be on the 20th day of May, A. D. 1881, and to continue for the period of fifty years.

ARTICLE 5.

The amount of the capital stock of said corporation shall be and the same is hereby fixed at one million dollars. But it shall be lawful for the directors of said company to call for the payment of stock subscribed at any time when enough in their opinion shall be subscribed to build any portion of said railroad they may elect & determine to build, or sufficient, to grade, bridge and tie such portion of said road—and it shall not be necessary that the full amount of the capital stock shall be subscribed before the building of said road shall be commenced and the stock subscribed become payable.

ARTICLE 6.

The names & places of residence of the several persons forming this association are as follows to wit:

S. H. Mallory, Chariton, Iowa.
T. M. Stuart, Chariton, Iowa.
Edward A. Temple, Chariton, Iowa.
S. S. King, Chariton, Iowa.
Joseph Braden, Chariton, Iowa.
James C. Willcoxen, Lewistown, Illinois.
Henry Phelps, Lewistown, Illinois.
Moses Turner, Lewistown, Illinois.
John A. Gray, Lewistown, Illinois.

ARTICLE 7.

The government of said company, and the management of its affairs shall be vested in a board of directors to consist of nine members and a president of said incorporation, who shall be chosen by and from the board of directors—and the following named persons are hereby chosen by the members of said association as the first board of directors of said corporation. viz.:James C. Willcoxen, Henry Phelps, Moses Turner, and John A. Gray, of Lewistown, Illinois; Wm. M. Van Nortwick of Batavia, Illinois; S. H. Mallory, Edward A. Temple, Joseph Braden & T. M. Stuart of Chariton, Iowa.

ARTICLE 8.

The number of shares of the capital stock of said company shall be ten thousand, and the amount of each share shall be one hundred dollars.

Witness our hands this 20th day of May, A. D. 1881.

S. H. MALLORY,
T. M. STUART,
EDW. A. TEMPLE,
S. S. KING,
JOSEPH BRADEN,
HENRY PHELPS,
M. TURNER,
JOHN A. GRAY,
J. C. WILLCOXEN.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } ss.

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing Articles of Incorporation, of the Fulton County Railway Extension Company, were Filed for record in this office, May 27th, A. D. 1881, and duly recorded in Book No. 5 of Railroad Incorporations at page 23&c.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 27th day of May A. D. 1881.

[SEAL] HENRY D. DEMENT, *Secretary of State.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
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ROCK ISLAND	June 2, 1881	1	——
HENDERSON	June 2, 1881	37	619
KNOX	June 2, 1881	112	315
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WARREN	June 3, 1881	63	646

LEASE, September 1, 1882, Fulton County Extension Railway Company to the Fulton County Narrow Gauge Railway Company.

This Indenture of Contract and Lease, made this First day of September, A. D. 1882 by and between the Fulton County Extension Railway Company, a corporation of the state of Illinois, Party of the first part, and the Fulton County Narrow Gauge Railway Company, a corporation of the same state, Party of the second part.

Witnesseth Whereas: The said first party is authorized by the laws of the state of Illinois, and pursuant to its organization thereunder to locate, construct, maintain, and operate a Railway from Fairview in the county of Fulton and state of Illinois, west to East Burlington, in the county of Henderson, and east to the city of Peoria in the county of Peoria, and from said line at some convenient point or points, by way of Monmouth, in the county of Warren, northwestwardly to the Mississippi River. And by way of Galesburg, in the county of Knox, north to the Mississippi River, and is engaged in the construction of that section of said road between Fairview and Galesburg, aforesaid, and has resolved to issue its First Mortgage Bonds at the rate of ten thousand (10,000) dollars per mile of completed road in part payment therefor, said bonds to bear date the First day of July A. D. 1882, to have thirty (30) years to run to maturity, to bear interest at the rate of seven (7) per cent per annum payable semi-annually, both principal and interest payable at the Union National Bank in the City of Chicago, Illinois, and has secured the payment thereof by a trust mortgage of even date therewith, to which this lease is subject, and for the provisions whereof reference is hereby had to Edward A. Temple and Joseph Braden, of Chariton, Iowa, Trustees therein, upon its road extending from Fairview in the county of Fulton and state of Illinois, west to East Burlington, in the county of Henderson, and east to the city of Peoria, in the county of Peoria, and from said line at some convenient point or points, by way of Monmouth, in the county of Warren, northwestwardly to the Mississippi River, and by way of Galesburg in the county of Knox, north to the Mississippi River, and especially including said sections of road between Fairview and Galesburg and between Fairview and East Burlington, aforesaid, constructed and to be constructed, its right of way, road bed, superstructure, grounds, depot buildings, and all other of its said property connected therewith, together with the rights, privileges, and franchises belonging thereto; Which said trust mortgage bears even date herewith, and has been recorded in the counties through which said railroad runs.

And Whereas, The proceeds of said bonds, together with the money realized from the sale of the first party's capital stock, will be sufficient only for the construction and completion of said road bed and superstructure between Fairview and Galesburg, and between Fairview and East Burlington, aforesaid, and will leave said first party without means to procure the equipment necessary for the maintenance and operation of

said sections of said railway, and in order that the same may, when completed, be equipped, maintained, and operated in such manner as the public convenience may require, and also that means may be provided for the payment of the semi-annually accruing interest on said Bonds, so that the same may be negotiated at reasonable rates; It has resolved to enter into the agreement herein contained, and in reference to the subject matter of which the respective parties hereto are fully authorized by the laws of the state of Illinois to contract as herein provided.

Now, Therefore, This Indenture Witnesseth, That the first party, in consideration of the covenants and agreements herein contained, to be kept and performed by said second party; it, the said first party, hath granted demised, and leased, and by these presents doth grant, demise, and lease unto the said second party, its successors and assigns, all the following described property of the said Fulton County Extension Railway Company; that is to say, all its railway extending from Fairview, in the county of Fulton and state of Illinois, west to East Burlington, in the county of Henderson, and east to the city of Peoria in the county of Peoria, and from said line to some convenient point or points, by way of Monmouth, in the county Warren, northwestwardly to the Mississippi River, and by way of Galesburg, in the county of Knox, north to the Mississippi River, constructed and to be constructed, and especially including those sections thereof between Fairview and Galesburg, and between Fairview and East Burlington, aforesaid made and to made, including right of way, lands occupied thereby, superstructure and tracks thereon and to be placed thereon, and all materials used therein, and procured or to be procured therefor, bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all other property, real or personal, appertaining to said railroad, and especially to the said sections thereof between Fairview and Galesburg and between Fairview and East Burlington, aforesaid; and to the use thereof; now owned or hereafter to be acquired by said first party, together with the rents, revenues and income to be had, levied or derived therefrom, and all the rights privileges and franchises of said first party, in, to, or concerning said railway, constructed and to be constructed, and every part thereof.

To Have and to Hold the above described railroad premises and property, with the appurtenaces, rights, privileges and franchises appertaining thereto, unto the said second party, its successors and assigns, from the day of the date hereof, for and during the chartered extension of said first party, and during the extension or extensions, renewal or renewals, of the chartered rights and existence of said first party, if said renewals or extensions shall be had as hereinafter provided, absolute and exclusive possession thereof to be delivered to said second party, its successors and assigns, as soon as said section of railway between Fairview and Galesburg shall be completed. Said first party further agrees that during the continuance of this lease and the life of its present charter, it will keep up its corporate organization, by the annual election

of its directors and officers and the performance of such other acts as may be required by law for that purpose.

And Further; that, at the expiration of its present charter, it will, at the request of said second party, its successors or assigns in case the mortgage herein mentioned shall not, in the meantime, have been foreclosed, cause its chartered rights, powers and franchises to be renewed and extended for another term of fifty years, or for such other or further period as may at that time be authorized by law; and will, in like manner, and on like request, at each successive expiration of its chartered rights, provided always, that no foreclosure of mortgage has in the meantime taken place, renew and extend the same; and will, during all such renewals and extensions. Keep up and maintain its organization so as, in effect, to make such corporation a continueing one, and will, at the termination of its present chartered existence, and at the termination of each successive renewals and extension thereof, as hereinafter provided, at the request of the second party, its successors and assigns, in case no foreclosure of mortgage shall have been had, renew and extend or cause to be renewed and extended, this lease, on the terms, conditions and stipulations herein provided, so as, in effect to make the same perpetual. The said second party, in consideration of the premises, hereby agrees to take full possession of the railroad premises and property hereby demised, as soon as said section of road between Fairview and Galesburg shall be completed, and to pay or cause to be paid all taxes and assessments that may be lawfully levied, charged or assessed on said demised railroad premises and property, or any part thereof, during the continuance of this lease and all renewals thereof, and to procure and place on said section of road between Fairview and Galesburg such and such an amount of rolling stock as may be reasonably required in the transaction of the business of said demised railway and to keep same in good condition, and to maintain and operate said section of railway in such manner as may be required to reasonably accommodate the country through which said demised railroad passes, and, in addition thereto, to pay an annual rental therefor of thirty (30) per cent of the gross earnings thereon on all joint business; said gross earnings to be computed upon a pro rata basis according to the distance carried, respectively on the roads of the parties hereto, which said thirty (30) per cent of gross earnings, the second party guarantees shall amount to a sum sufficient to pay the semi-annually accruing interest on the bonds herein mentioned and contemplated and which shall be paid semi-annually on the first day of July and January in each year, at the Union National Bank in Chicago, to the trustees named in said deed of trust, or to their successors in said trust, and so much thereof as may be necessary to be used and applied by them to pay and take up the semi-annually maturing coupons attached to said bonds, until all are paid and, after the maturity of said bonds, to be applied by them to the payment of interest thereon at the rate of seven (7) per cent per annum, payable at the same time and place until the expiration of the chartered rights of said first party,

and any balance remaining in their hands at the end of each year, and not required for the payment of coupons and interest as herein provided, shall be paid to the first party, its successors and assigns. Provided, however that, in case a foreclosure of said mortgage shall be had before or after the maturity of said bonds, or before the expiration of the chartered rights of said company, then and thereafter this lease shall cease and determine; and further; in case no foreclosure of said mortgage shall take place before the expiration of the chartered existence of said first party, and in case new bonds secured by mortgages, as hereinafter provided, shall be executed and delivered, to take the place of the bonds herein mentioned, and this lease shall be renewed as herein provided; then the said rent or so much thereof as may be required, shall be appropriated by the trustees therein to paying and taking up the coupons that shall be attached to the same, and, in like manner, by paying and taking up the coupons on successive issues of bonds, as hereinafter provided, so long as no foreclosure shall be had of such subsequent and successive mortgages; it being understood that a foreclosure, whenever had, shall terminate any lease which may be executed as herein provided.

And Further; in case no foreclosure shall have taken place at the termination of the present charter of said first party, and in case the holders of said bonds shall consent, and the second party in writing shall request, the said first party having renewed and extended its charter, and executed and delivered another lease, as herein before provided, agrees that it will make, execute and deliver other bonds in like amount, drawing the same rate of interest, and of like character as those herein first mentioned, to take their place and run during the continuance of said renewed charter, and that it will in like manner, secure the payment of the same by a trust mortgage on the property herein described, of like character to the one herein before mentioned, and that it will thereafter, at each expiration of its renewed charter and this lease, as herein contemplated, with the consent of the bond holders, and at the like request of the second party, its successors and assigns, make, execute and deliver successive bonds and mortgages of like character, to take the place of those previously existing. But, in the meantime, and at no time shall the said first party, its successors and assigns, execute any second mortgage, or any mortgage other than those hereinbefore mentioned and provided for, on the property herein described, or any part thereof.

It is Mutually Agreed, that the rent herein reserved shall commence on the day of the completion of said section of road between Fairview and Galesburg, aforesaid, and continue thereafter, as herein provided; and further; that, in case this lease shall be terminated at any time, for any cause, said first party, its successors and assigns, before it shall be entitled to the possession of said demised premises, or any part thereof, shall pay to the second party, its successors and assigns, the original cost of all additional constructions which the second party may deem it necessary or proper to make on said demised premises, and of all perma-

nent improvements made thereon, and on any part thereof, together with interest thereon at the rate of six per cent per annum from the time of the completion of each item of construction and improvement, and for all such expenditures and the interest thereon, the second party shall have a lien which shall entitle it to hold possession and use of said demised premises, and the revenues to be derived therefrom, until the same shall be paid.

It is Mutually and Expressly Agreed, that the capital stock of said first party shall not exceed the sum of ten thousand (10,000) dollars per mile of completed road and that no other or greater amount of stock shall ever be created, authorized or issued by said first party, its successors and assigns, by amendment of its charter or otherwise, without the written consent of the second party, its successors and assigns; and further; that the covenants and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, The parties hereto have caused their respective corporate names to be hereto subscribed by their respective presidents, and their corporate seals to be hereto attached and attested by their respective secretaries, the day and year first above written.

FULTON COUNTY EXTENSION RAILWAY CO.,
[SEAL] By S. H. MALLORY,
President.

W. J. DYCKES,
Secretary.

FULTON COUNTY NARROW GAUGE RAILWAY CO.,
[SEAL] By HENRY PHELPS,
President.

W. J. DYCKES,
Secretary.

DEED, January 31, 1906, Fulton County Extension Railway Company to Fulton County Narrow Gauge Railroad Company.

This Indenture, Made this 31st day of January, 1906, by and between the Fulton County Extension Railway Company, first party, and the Fulton County Narrow Gauge Railway Company, second party, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, the first party, being thereto duly authorized by law, is the owner of the following described railroad in the state of Illinois, to-wit:

Beginning at Galesburg, in Knox County, Illinois, and extending in a southerly direction to Fairview, in Fulton County, Illinois, a distance of about thirty (30) miles; and,

Whereas, The railroad of the first party connects with the railroad of the second party, forming a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroad, and has offered to purchase the remaining interests, property and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the Directors of both of said companies, and approved by the Stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now therefore, This indenture Witnesseth: That the said first party, for and in consideration of the sum of Five dollars ($5.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign and transfer, to the said second party, all and singular the said above described railroad, and all its right, title and interest therein; together with all road-beds, rights of way, bridges, depot and terminal grounds, of the first party, and other lands or interest therein; station houses, buildings, and structures of whatsoever kind, and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired, whether appurtenant to its railroad aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and To Hold the same to the said second party, its successors and assigns forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such a manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and will assume and discharge the funded debt, both principal and interest, of the said first party, as it may mature; and, in addition, will issue and deliver to the owners and holders of said Company's capital stock four shares of its own common stock in exchange for each share of said Company's stock, upon the surrender and transfer to it of such shares of said Company's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries the day and year first above written.

Fulton County Extension Railway Company,

[SEAL] By T. M. STUART,
President.

Attest:

J. A. WESTBLADE,
Secretary.

Fulton County Narrow Gauge Railway Company.

[SEAL] By T. M. STUART,
President.

Attest: J. A. WESTBLADE
Secretary.

STATE OF IOWA, } ss.
COUNTY OF LUCAS }

On this 9" day of March, A. D. 1906, before me appeared T. M. Stuart, to me personally know, who, being by me duly sworn, did say that he is the President of the Fulton County Extension Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said T. M. Stuart acknowledged said instrument to be the free act and deed of said corporation.

CELIA HESS

[SEAL] *Notary Public in and for said County and State.*
My commission expires July 4th, 1906.

STATE OF IOWA, } ss.
COUNTY OF LUCAS }

On this 9th day of March, A. D. 1906, before me appeared T. M. Stuart, to me personally known, who, being by me duly sworn, did say, that he is the President of the Fulton County Narrow Gauge Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. M. Stuart acknowledged said instrument to be the free act and deed of said corporation.

CELIA HESS

Notary Public in and for said County and State.
[SEAL] *My commission expires July 4", 1906.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
KNOX	June 5, 1906	184	59
FULTON	June 18, 1906	268	428

FULTON COUNTY NARROW GAUGE RAILWAY COMPANY

This company was incorporated August 13, 1878, under the General Laws of Illinois, the Articles being filed with the Secretary of State September 25, 1878.

Under its Articles, the company proposed to construct the following railroad, to wit:

" . . . from the Town of Havana, in the County of Mason, in the State of Illinois, and running thence in a northwesterly direction by the way of the Towns of Lewiston and Fairview, in the County of Fulton and the State of Illinois, to the Town of Avon, in the County of Fulton and State of Illinois."

It was organized at Lewistown October 9, 1878, and built a narrow-gauge railroad from West Havana, Illinois, northerly to a connection with the Fulton County Extension Railway at Fairview, a distance of twenty-nine and fifty-nine hundredths miles. It was completed and opened for traffic November 1, 1880.

The gauge of this road was changed to standard, November 23, 1905.

After January 31, 1906, this company owned in addition to the mileage above described the railway constructed by the Fulton County Extension Railway Company and extending from a connection with this company's lines at Fairview, Illinois, thence northerly to Galesburg, Illinois, a distance of twenty-nine and seventy-one hundredths miles.

Mileage of constructed and purchased lines 59.30 miles.

Of date February 1, 1906, (effective January 1, 1906), this company leased its line, extending from Galesburg to West Havana, Illinois, to the Chicago, Burlington & Quincy Railroad Company for twenty-five years, pursuant to purchase by the Chicago, Burlington & Quincy Railroad Company, of all securities of the company in March 1880.

This railroad was conveyed to the Chicago, Burlington & Quincy Railroad Company, by deed dated December 1, 1908.

ARTICLES OF INCORPORATION, August 13, 1878, Fulton County Narrow Gauge Railway Company.

At a meeting of persons held in the office of Edwin Harris in the town of Lewistown in the County of Fulton and State of Illinois, on Tuesday, the thirteenth day of August, A. D., 1878, for the purpose of incorporating a company to construct and operate a Narrow Gauge railroad to run from Havana, in the County of Mason, in the State of Illinois, to the Town of Avon, in the County of Fulton, and State of Illinois, the following articles of incorporation were duly adopted by the undersigned in accordance with the statute regulating and governing the incorporation of Railroad Companies in force March 1st, A. D. 1872.

ARTICLE 1.

The name of this Corporation shall be Fulton County Narrow Gauge Railway Company.

ARTICLE 2.

The place from which said railway is to be constructed is the town of Havana, in the County of Mason, in the State of Illinois, and running thence in a northwesterly direction by the way of the town of Lewistown and Fairview, in the County of Fulton and State of Illinois, to the town of Avon, in the County of Fulton and State of Illinois.

ARTICLE 3.

The principal business office of said railway company shall be established and maintained in the town of Lewistown, in the County of Fulton, and State of Illinois.

ARTICLE 4.

The time of the commencement of said corporation shall be on the thirteenth day of August, A. D., 1878, and to continue for the period of Fifty years from that day.

ARTICLE 5.

The amount of the capital stock of said railway company shall be and the same is hereby fixed at the sum of Five Hundred Thousand Dollars. But it shall be lawful for the directors of said Company to call for the payment for stock subscribed at any time when enough in their opinion shall be subscribed to build any portion of said road they may elect or determine to build, or sufficient to grade, bridge and tie such portion of such railway, and it shall not be necessary that the full amount of capital stock shall be subscribed before the building of said road shall be commenced and the stock subscribed become payable.

ARTICLE 6.

The names and places of residence of the several persons forming the association for incorporating said railway company are as follows, to-wit: Lewis W. Ross, S. P. Shope, Edwin Harris, James C. Willcoxen, Nathan

Beadles, D. A. Burgett, William T. Davidson, Moses Turner, Henry W. Baughman, Henry C. Hasson, Moses Boardner, A. P. Munson, of the town of Lewistown, County of Fulton and State of Illinois, and H. M. B. Wilson, of the town of Fairview, County of Fulton & State of Illinois.

ARTICLE 7.

The government of said Railway Company and the management of its affairs shall be vested in a board of directors to consist of twelve members and a President of said corporation, who shall be chosen by and from the board of directors and the following named persons are chosen by the members of said association for incorporation as the first board of directors thereof, to-wit: S. P. Shope, Lewis W. Ross, Edwin Harris, Henry Phelps, James C. Willcoxen, John A. Gray, of Lewistown, Fulton County, Illinois, William G. Swartz, of Fairview, Fulton County, Illinois, Leonard F. Ross, of Avon, Fulton County, Illinois, and Francis Low, of Havana, of Mason County, Illinois, Nathan Beadles, Moses Boardner, William Phelps, of the town of Lewistown, of the County of Fulton, and State of Illinois.

ARTICLE 8.

The number of shares in the capital stock of said railway company shall be Twenty Thousand, and the amount of each share the sum of Twenty-five Dollars.

Witness our hands this 13th day of August, A. D., 1878.

LEWIS W. ROSS,
H. M. B. WILSON,
W. T. DAVIDSON,
H. C. HASSON,
J. C. WILLCOXEN,
S. P. SHOPE,
D. A. BURGETT,
E. HARRIS,
A. P. MUNSON,
MOSES BOARDNER,
MOSES TURNER,
N. BEADLES,
H. W. BAUGHMAN.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } SS.

OFFICE OF SECRETARY.

I, George H. Harlow, Secretary of the State of Illinois, do hereby certify that the foregoing articles of incorporation of the "Fulton County Narrow Gauge Railway Company" was filed for record in the office of the Secretary of State on the 25th day of September, A. D., 1878, and duly recorded in Book 2 of Railroad Incorporations, Pages 164, 165, and 166.

In Witness Whereof I hereto set my hand and affix the great seal of State at the City of Springfield, this 25th day of September, A. D., 1878.

GEO. H. HARLOW,
Secretary of State.

[SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MASON	September 21, 1878	47	2
FULTON	August 21, 1878	110	464

LEASE, February 1, 1906, Fulton County Narrow Gauge Railway Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * * *

This Indenture of Lease, made this first day of February 1906, by and between the Fulton County Narrow Gauge Railway Company, a corporation duly organized and existing under the laws of the State of Illinois, party of the first part and the Chicago, Burlington & Quincy Railroad Company, a corporation duly created, organized, and existing under the laws of the same state, party of the second part; WITNESSETH, THAT,

Whereas, the first party owns the railroad hereafter described extending from Galesburg, in the state of Illinois, to West Havanna, on the Illinois River, in said State, and the second party owns a system of railroad extending from Chicago, through the state of Illinois and other states, passing through the city of Galesburg, in said state, the roads of the two parties thus forming a continuous and connected line of railroad; and,

Whereas, it appears to be to the mutual advantage of the parties hereto and the public that the railroad of the first party shall be operated in connection with and as a part of the second party's railroad system; and,

Whereas, the execution of this indenture has been authorized by proper resolution of the directors of both of said companies:

Now therefore, This indenture Witnesseth: that the first party, in consideration of the premises, the sum of five (5) dollars, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, to be kept, and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter specified, all and singular its railroad, described as follows, to-wit: Beginning at Galesburg, in Knox County, Illinois, and extending thence southeasterly through the Counties of Knox and Fulton, to West Havanna, in said Fulton County, a distance of about sixty-one (61) miles, together with all roadbeds, rights of way, depot and terminal grounds, or other lands, or interest therein, station houses, buildings and structures of whatsoever kind, leaseholds, rights under contract, ordinances and licenses; telegraph lines, ties, poles and other materials and supplies; cars, locomotives, tools and all other equipment, and all other property, real and personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied, or derived therefrom, also all rights, privileges, immunities and franchises, possessed by the first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad, property, franchises and privileges

for and during the term of twenty-five (25) years from the date of this indenture.

The second party, in consideration of the premises, hereby covenants and agrees with the first party, either by itself or a competent third party, to take immediate possession of the demised railroad and the property above described, to place the same in good condition, and to equip, or cause to be equipped, the said railroad with all necessary rolling stock and equipment, and to maintain and operate, or cause to be maintained and operated, the said railroad in such a manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad property, or any part thereof; and upon the expiration of the term of this lease to return the said railroad and property to the first party in as good condition and repair as they were at the commencement thereof.

The second party in addition to the foregoing, and as rental for the use of the said railroad and property, agrees that after paying the expenses of operating, renewing, replacing and maintaining the same, including reasonable improvements and additions thereto, taxes, rentals and all other proper and reasonable charges, to apply its net income, if any, derived from its operation of said demised railroad, to the payment of interest on the bonds and obligations now issued for which the first party, or the property owned by it, is liable, or obligated to pay.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries the day and year first above written.

[SEAL] Fulton County Narrow Gauge Railway Company,
By T. M. STUART, *President.*

Attest:

H. E. JARVIS, *Secretary.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
By GEO. B. HARRIS, *President.*

Attest:

H. W. WEISS, *Asst. Secretary.*

STATE OF IOWA)
COUNTY OF LUCAS) SS.

On this 12 day of May 1906, before me appeared T. M. Stuart, to me personally known, who being by me duly sworn, did say that he is the President of the Fulton County Narrow Gauge Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. M. Stuart acknowledged said instrument to be the voluntary act and deed of said corporation.

C. W. STUART,
Notary Public in and for
[SEAL] *said County and State.*

STATE OF ILLINOIS. } ss.
COUNTY OF COOK. }

On this 27th day of September 1906, before me appeared Geo. B. Harris, to me personally known, who being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. B. Harris acknowledged said instrument to be the voluntary act and deed of said corporation.

J. H. PETTIBONE,
[SEAL] *Notary Public in and for said County and State.*

DEED, December 1, 1908, Fulton County Narrow Gauge Railway Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * * *

Indenture, Made this First day of December, A. D. 1908, by and between the Fulton County Narrow Gauge Railway Company, party of the first part, and the Chicago, Burlington & Quincy Rail Road Company, party of the second part, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois.

Whereas, The first party, being thereunto duly authorized by law, is the owner of a certain railroad, hereinafter described, in the State of Illinois; and,

Whereas, The railroads of the parties hereto connect, and make a continuous railroad; and,

Whereas, The second party is now in possession of and operating the said first party's railroad, in connection with its own railroad, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to its railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of each of said companies, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign, and transfer, unto the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its railroad, beginning at the point of connection with the railroad of the second party in the Southwest Quarter of Section No. Fourteen (14), Township No. Eleven (11) North, Range No. One (1) East, in Galesburg, Knox County, Illinois, and extending thence in a southerly direction through the counties of Knox and Fulton, to a point in the Southeast Quarter of Section No. Twenty-nine (29), Township No. Four (4) North, Range No. Four (4) East, at West Havana, in said Fulton County, a distance of about Fifty-seven and twenty-nine one-hundredths (57.29) miles;

Together with all road-beds, rights of way, bridges, depot and terminal grounds, of the first party, and other lands or interest therein; station

houses, buildings, and structures of whatsoever kind; leaseholds, rights under contract and licenses; locomotives, cars, and other rolling stock and equipment; telegraph lines, supplies, tools, and materials; rents, profits, income; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired, whether appurtenant to its railroad aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the second party, its successors, and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and will assume and discharge all contracts, debts, liabilities, and obligations of whatsoever kind, both principal and interest, of the said first party, as they may severally mature; and that it will pay to the owners and holders of the capital stock of the first party ten (10) dollars for each share of their said stock, upon the presentation and surrender of the certificates therefor.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed, and their corporate seals to be affixed, by their respective Presidents, and said corporate seals to be attested by their respective Secretaries, the day and year first above written.

[SEAL] Fulton County Narrow Gauge Railway Company,
By C. I. STURGIS,
President.

Attest:
H. W. WEISS, *Secretary.*

Witness to signatures of
C. I. STURGIS and H. W. WEISS:
T. O. STOKES.

Chicago, Burlington & Quincy Rail Road Company,
[SEAL] By GEO. B. HARRIS,
President.

Attest:
T. S. HOWLAND, *Secretary.*

Witness to signatures of
GEORGE B. HARRIS and T. S. HOWLAND:
L. B. LARSEN.

STATE OF ILLINOIS, } ss.
COOK COUNTY }

On this Third day of February A. D., 1909, before me appeared C. I. Sturgis, to me personally known, who being by me duly sworn, did say that he is the President of the Fulton County Narrow Gauge Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. I. Sturgis acknowledged said instrument to be the free act and deed of said corporation.

CHIPMAN SKEELS,

[SEAL] *Notary Public in and for said County and State.*
My Commission Expires July 25th, 1909.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this Fourth day of February A. D. 1909, before me appeared George B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Rail Road Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

J. H. PETTIBONE,

[SEAL] *Notary Public in and for said County and State.*
My Commission expires March 12, 1910.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
FULTON	December 14, 1910	294	538
KNOX	December 21, 1910	204	305

TRUST MORTGAGE, July 1, 1882, Fulton County Extension Railway Company to Edward A. Temple et al. Trustees.

This Indenture, made this first day of July A. D. 1882, by and between the Fulton County Extension Railway Company, a corporation of the state of Illinois, party of the first part, and Edward A. Temple and Joseph Braden, of Chariton, state of Iowa, trustees herein, parties of the second part,

Witnesseth: That, Whereas, the said Fulton County Extension Railway, Company, by virtue of the laws of the State of Illinois, and pursuant to its organization under the same, is authorized to construct, maintain and operate a railroad from Fairview, in the county of Fulton and State of Illinois, west to East Burlington, in the county of Henderson, and east to the city of Peoria, in the county of Peoria; and from said line, at some convenient point or points, by way of Monmouth, in the county of Warren, northwestwardly to the Mississippi River; and by way of Gales-

burg, in the county of Knox, north to the Mississippi River; and is now engaged in the construction of a section of said railway between Fairview and Galesburg, aforesaid about 31 3-10 miles in length; and desires, also, to provide means for the construction of that section of its railroad between Fairview and East Burlington, aforesaid, a distance of about 55 miles, and

Whereas, the said Fulton County Extension Railway Company is desirous of borrowing money to an amount not exceeding ten thousand (10,000) dollars per mile of completed road, to aid in the construction of the said sections of its railroad between Fairview and Galesburg, aforesaid, and between Fairview and East Burlington and to be applied solely and only to the purchase and transportation of material, and in payment of labor and other expenses attendant upon the construction of said sections; and has resolved to execute and issue therefor a series of bonds of one thousand (1,000) dollars each, to bear date the first day of July A. D. 1882, to have thirty (30) years to run to maturity, to bear interest at the rate of seven (7) per cent per annum, payable semi-annually, on the first day of July, and the first day of January in each year, at the Union National Bank, in Chicago, Illinois where the principal is also to be paid; all of which said bonds are to bear the same date, and are to stand equally secured by this trust mortgage, though issued at different times, and are to be numbered from one (1) to the highest number that may be issued; each of which said bonds shall be authenticated by a certificate thereon, signed by the trustees named in this trust mortgage, or their successors in said trust;

Now, Therefore, this Indenture Witnesseth: That the said Fulton County Extension Railway Company, in order to secure the payment of its said bonds and the interest thereon, and in consideration of one dollar to it in hand paid by the second parties at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents doth grant, bargain, sell, transfer and convey unto the said second parties, and their successors in said trust, and assigns, all the above and all the following described property; to-wit:

All the present and in future to be acquired property of the said Fulton County Extension Railway Company relating to said railway, and all the right, title, interest and equity of redemption therein, that is to say: All the railway of the said first party, now constructed and to be constructed, extending from Fairview, in the county of Fulton, and state of Illinois, west to East Burlington, in the County of Henderson; and east to the city of Peoria, in the county of Peoria; and from said line, at some convenient point or points, by way of Monmouth, in the County of Warren, northwestwardly to the Mississippi River; and by way of Galesburg, in the County of Knox, north to the Mississippi River; and especially including those sections thereof lying between the towns of Fairview and Galesburg, aforesaid, and between Fairview and East Burlington, aforesaid, made and to be made; including right of way and lands

occupied thereby, superstructure and track thereon and materials used therein, and procured or to be procured therefor, bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all other property, real or personal, appertaining to said railway, and especially to said section thereof between Fairview and Galesburg, aforesaid, and between Fairview and East Burlington, aforesaid, and to the use thereof, now owned or hereafter to be acquired by said first party; together with the rents, revenues and incomes to be had, levied or derived therefrom; and all the rights, privileges and franchises or said first party, in, to, or concerning the said railroad constructed and to be constructed, and every part thereof; and property acquired by virtue of said franchises, now in possession or hereafter to be acquired, including all machine shops and personal property on or along the line of said railroad, *to Have and to Hold* the said railway and property, and all and singular the said premises, and every part thereof, with the appurtenances, unto the said second parties, their successors in said trust and assigns; but for the purpose, and upon the following express trust, that is to say:

* * * * * * * * * *

In Witness Whereof, the first party has caused its corporate seal to be hereto attached and attested by its Secretary, and its corporate name to be hereto subscribed by its President; and the second parties have hereunto set their hands and seals, all on the day and year first above written.

FULTON COUNTY EXTENSION RAILWAY COMPANY,

[SEAL] By S. H. MALLORY,
President.

EDW. A. TEMPLE, *Trustee.* [SEAL]
JOSEPH BRADEN, *Trustee.* [SEAL]

W. J. DYCKES,
Secretary.

STATE OF ILLINOIS, }
COUNTY OF FULTON. } SS.

Be it remembered, that on this 20th day of February A. D. 1883, before me, a Notary Public residing in the city of Lewistown, county of Fulton and state of Illinois, duly commissioned by the Governor of the state of Illinois to take acknowledgements and proofs of deeds and other instruments in writing, under seal, to be used or recorded in said state of Illinois, personally came S. H. Mallory, President of the Fulton County Extension Railway Company, who is known to me to be the person whose name is signed to the foregoing mortgage, who, being by me duly sworn, deposes and says that he resides in Chariton, in the County of Lucas and state of Iowa, that he is President of the Fulton County Extension Railway Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing mortgage is the corporate seal of said

Company, that it was affixed by order of said Company, and that he signed the corporate name of said Company to said mortgage by like order, as President of said Company; and acknowledged that he executed and delivered the said mortgage on behalf of said Company as his free and voluntary act, and that the said Company also executed said mortgage as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 20th day of February A. D. 1883.

JOHN A. GRAY,
Notary Public.

[SEAL]

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } ss.

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing mortgage of the Fulton County Extension Railway Company, was filed for record in the office of the Secretary of State of the State of Illinois on the 28th day of March A. D. 1883, at 8.30 o'clock A. M., and duly recorded in Book No. 5 of Railroad Records at Page 402.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 3d day of April A. D. 1883.

[SEAL]

HENRY D. DEMENT,
Secretary of State.

I, William J. Dyckes, Secretary of the Fulton County Extension Railway Company, do hereby certify that a meeting of the stockholders of said company held at the office of said Company in the city of Lewiston, Illinois, on the 20th day of February A. D. 1883, in pursuance to notice given, the following among other proceedings were had; viz:

On motion of John A. Gray, seconded by S. H. Mallory, it was resolved that the stockholders of this Company vote to concur in and sanction and they do hereby concur and sanction the mortgage of this Company's road and all its corporate property and franchises now presented and read being the same authorized by the Directors of this Company on the 6th day of December, 1882, issued to secure this Company's bonds to the amount of Ten Thousand (10,000) Dollars per mile of completed road to bear date of July 1st, A. D. 1882, to have thirty years to run to maturity and to bear interest at the rate of seven per cent per annum payable semi-annually:

And thereupon the Chair ordered ballots to be prepared and a vote taken on said resolution and appointed Messrs. Gray and Mallory as tellers to collect and canvass said vote.

Said tellers reported as follows:—Those voting for the resolution were J. C. Wilcoxen one share, S. H. Mallory 101 shares, E. A. Temple (by S. H. Mallory proxy) 2501 shares; J. A. Gray, one share. The undersigned tellers appointed to canvass the vote on said resolution report

that there were twenty-six hundred and four votes cast in favor of the resolution and the issuing of said bonds and mortgage and that there were no votes cast against the same.

J. A. GRAY,
S. H. MALLORY,
Tellers.

The Secretary announced that this was more than two-thirds of the stock of said Company and thereupon the Chair declared that the vote was in favor of the resolution and issuing said bonds and mortgage.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Company this 20th day of February A. D. 1883.

W. J. DYCKES,
[SEAL] *Secretary.*

FILED

For record in the office of the Secretary of State, Illinois, March 28, 1883, at 8.30 o'clock A. M., and recorded in Book 5, Page 402.

HENRY D. DEMENT,
Secy. of State.

RELEASE, August 3, 1908, Edw. A. Temple, Surviving Trustee to Fulton County Extension Railway Company.

Know All Men by These Presents, That, I, Edward A. Temple, surviving Trustee, do hereby grant, bargain, remise, convey, release and quit claim unto the Fulton County Extension Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, all the right, title, interest, claim or demand, whatsoever, which I may have acquired in, to or by a certain Trust Mortgage bearing date the first day of July 1882, to Edward A. Temple and Joseph Braden, Trustees, and recorded as follows:—

In the office of the Secretary of State of the State of Illinois, on the 28th day of March 1883, in Book 5, of Railroad Records at Page 402.

In the office of the Clerk and Recorder of Peoria County, Illinois, on the 26th day of April 1883, in Book 58 at Page 69.

In the office of the Clerk & Recorder of Fulton County, Illinois, on the 4th day of May 1883, in Book 135 of Land Records at Page 180.

In the office of the clerk and ex-officio Recorder of Henderson County, Illinois, on the 24th day of April, 1883, in Volume 9 of Mortgages, Page 274, to the premises therein described, to-wit:

All the present and in future to be acquired property of the said Fulton County Extension Railway Company relating to said Railway and all the right, title, interest and equity of redemption therein, that is to say: All the Railway of said Company now constructed and to be constructed extending from Fairview, in the county of Fulton and State of Illinois, west to East Burlington, in the County of Henderson, and east to the city of Peoria in the county of Peoria; and from said line at some convenient point or points by way of Monmouth, in the county

of Warren, northwestwardly to the Mississippi River; and by way of Galesburg, in the County of Knox, north to the Mississippi River, and especially including those sections thereof lying between the towns of Fairview and Galesburg aforesaid, and between Fairview and East Burlington aforesaid, made and to be made, including right-of-way and lands occupied thereby, superstructure and track thereon and materials used therein, and procured, or to be procured therefor, bridges, viaducts, fences, depot grounds and buildings thereon and to be placed thereon, and all other property real or personal, appertaining to said Railway, and especially to said sections thereof between Fairview and Galesburg aforesaid, and between Fairview and East Burlington, aforesaid, and to the use thereof, now owned or hereafter to be acquired by said Railway Company; together with the rents, revenues and incomes to be had, levied or derived therefrom, and all the rights, privileges and franchises of said Railway Company, in, to, or concerning the said Railroad, constructed and to be constructed and every part thereof; and property acquired by virtue of said franchises now in possession or hereafter to be acquired, including all machine shops and personal property on or along the line of said Railroad.

In Witness Whereof, I have hereunto set my hand and seal this Third day of August 1908.

EDW. A. TEMPLE, [SEAL]
Surviving Trustee.

The Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, being the legal holder and owner of all of the bonds secured by the aforesaid trust mortgage, hereby consents to the above and foregoing release of said trust mortgage, all of said bonds therein described having been surrendered and cancelled.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL] By GEO. B. HARRIS,
President.

Attest:
T. S. HOWLAND,
Secretary.

STATE OF IOWA, }
COUNTY OF POLK, } SS.

I, W. C. Ince, Notary Public, in, and for said county, in the state aforesaid, do hereby certify that Edward A. Temple, Trustee, personally known to me to be the same person whose name is subscribed to the aforegoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, as Trustee, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 3rd day of August 1908.

[SEAL] W. C. INCE,
Notary Public.
My Commission Expires July 4th, 1909.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, Herbert Haase, a Notary Public in and for said County in the State aforesaid, do hereby certify that Geo. B. Harris and T. S. Howland, personally known to me to be the President and Secretary, respectively of the Chicago, Burlington & Quincy Railroad Company, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary acts and as the free and voluntary act of the Chicago, Burlington & Quincy Railroad Company, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed by notarial seal this 31st day of July, A. D. 1908.

Notary Public.
[SEAL] HERBERT HAASE,
My Commission Expires January 23d, 1909.

UNITED STATES OF AMERICA, } SS.
STATE OF ILLINOIS, }

OFFICE OF SECRETARY.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing Release of Mortgage to the Fulton County Extension Railway Company was filed for record in the office of the Secretary of State of the State of Illinois on the 10th day of August A. D. 1908, at 9 o'clock A. M. and duly recorded in Book No. 37 of Railroad Records, at page 218.

In witness whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 10th day of August, A. D. 1908.

JAMES A. ROSE,
Secretary of State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
PEORIA	August 19, 1908	N. K.	361
HENDERSON	August 15, 1908	54	424
FULTON	August 12, 1908	277	577

TRUST MORTGAGE, November 1, 1880, Fulton County Narrow Gauge Railway Company to Edw. A. Temple et al. Trustees.

This Indenture, made and entered into this first day of November, 1880, by and between the Fulton County Narrow Gauge Railway Company, a

corporation duly created and existing under and by virtue of the laws of the State of Illinois, party of the first part, and Edw. A. Temple, and Joseph Braden, of Chariton, Iowa, as trustees, parties of the second part, witnesseth:

That Whereas said party of the first part was, and is by its charter, or articles of incorporation, and by the laws of the State of Illinois, fully authorized and empowered to build, construct, and complete a railroad, from the town of Havana, in the county of Mason, and State of Illinois, by the way of the towns of Lewistown and Fairview, in Fulton county, in said State, to the town of Avon, in said Fulton county, in said State, and, whereas, on the 6th day of March, 1880, said party of the first part made and entered into a written contract with J. C. Willcoxen, of the town of Lewistown, in said Fulton county, to build, construct and equip said railway between the said town of Havana, and the northern part of said Fulton county, and, whereas, the said party of the first part, in its said contract with said J. C. Willcoxen, and in part payment for the construction and completion of said railway, promised, stipulated and agreed with him, the said J. C. Willcoxen, that it would execute, issue and deliver to him, its first mortgage bonds, in the sum or to the amount of Six Thousand Dollars, for each and every mile of said railway, made and completed by him, in pursuance of said contract, and, whereas, the said contract between the party of the first part, and the said J. C. Willcoxen further expressly stipulated that all bonds issued under or in pursuance thereof, should be for the sum of One Thousand Dollars each, and that said bonds should be made payable at such place as said J. C. Willcoxen should desig nate, and shall draw interest at the rate of seven percent per annum, payable semi-annually; that said bonds should be made payable in thirty years from the date therof, and should be secured by a deed of trust, or mortgage, of even date therewith, on said railway, made, and to be made, the right of way, road bed, superstructure, station grounds, buildings and all other rights and property of said railway company, there or thereafter acquired, and that said mortgage or deed of trust should be executed to such party as said Wilcoxen might designate, and, whereas, at a special meeting of the stockholders of said party of the first part, held on the 5th day of November, 1880, in pursuance of notice, as provided by law a motion, or resolution was adopted and entered of record authorizing the execution and delivery of bonds, and a mortgage on the said property of the said railway company, as provided in its said contract with the said Willcoxen, and whereas at a meeting of the board of directors of said Railway company, held on the 5th day of November, 1880, a resolution was adopted and entered of record, reciting, that said J. C. Willcoxen had fully performed his said contract with said company, and had constructed and completed that portion of said railway, between the said town of Havana, and the town of Fairview, in said Fulton county, in said state of Illinois, being twenty eight and one half miles of said railway, and said resolution further fully authorized and expressly directed the President and Secretary of said railway company to issue, execute and

deliver to said Willcoxen, the bonds of said company in the sum of Six Thousand Dollars, for each and every mile of said railway, constructed by him as aforesaid, and whereas, said party of the first part, was, on the first day of November, 1880, justly indebted to the said J. C. Willcoxen, on his said contract, for the construction of said railway, in the sum of One Hundred and Seventy One Thousand Dollars, to be paid in the bonds of said company as aforesaid, together with interest thereon at the rate of seven percent per annum, from the said first day of November, 1880 and whereas, said J. C. Willcoxen, has demanded from the party of the first part, one hundred and seventy one bonds, each for the sum of One Thousand Dollars, dated November 1st, 1880 and made payable to Edw. A. Temple and Joseph Braden, or bearer, at the Union National Bank, at Chicago, in the State of Illinois, thirty years after the date thereof, with seven percent interest thereon, payable semi-annually, and whereas, the said J. C. Willcoxen has also demanded from said party of the first part, its mortgage or deed of trust, on its said railway, and all property belonging thereto, and rights therein, to secure the payment of said bonds, and the interest that has or may accrue thereon, and has selected and designated Edw. A. Temple and Joseph Braden, of Chariton, Iowa, as trustees to whom said mortgage or deed of trust shall be given, and asked that such deed of trust bear even date with said bonds:

Now, Therefore, in pursuance of the resolutions aforesaid, and the said order of the said board of directors, and for the purpose of securing the payment of the principal and interest due and to become due on the one hundred and seventy one bonds of One Thousand Dollars each, executed and to be executed by the party of the first part to said Edw. A. Temple and Joseph Braden or bearer, dated Nov. 1st, 1880, and payable thirty years after date thereof, at the Union National Bank, at Chicago, Illinois, with interest thereon at the rate of seven percent per annum, payable semi-annually, on the first day of May and November, of each year, and duly certified by said Edw. A. Temple and Joseph Braden, as trustees, to be the bonds secured by this mortgage, and for the further consideration of One Dollar in hand paid by the said Edw. A. Temple and Joseph Braden the said party of the first part has granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm, unto the said Edw. A. Temple and Joseph Braden as trustees, and to their successors in said trust, all and singular the said railway, of the party of the first part, called and known as the Fulton County Narrow Gauge Railway, extending from the town of Havana, in the county of Mason and State of Illinois, by the way of the towns of Lewistown and Cuba, and to Fairview, in Fulton county, in the State of Illinois, and, also, all further extensions of, or additions to said railway, which said party of the first part may hereafter make, or in any manner acquire; together, with all and singular the road bed, right of way, tracks, side tracks, turnouts, stations, depots, depot grounds, shops, engine houses, coal houses, fuel houses and all lands, buildings, structures and appurtenances intended for the use of the said railway so described, and all fences, culverts, bridges, freight houses and other structures in-

tended as aforesaid, and all locomotives, freight and passenger cars, hand cars gravel and construction cars, and all machinery, tools, implements and materials intended for the use of said railway, intending to include all interest, property, estate, rights and franchises, belonging to said party of the first part, and all additions and improvements that may be added thereto. *To Have and to Hold,* all and singular, the premises, rights, franchises, real and personal property hereby conveyed, with the appurtenances thereto belonging, unto the said Edw. A. Temple and Joseph Braden, as trustees, and to their successors in said trust forever. In trust, however, for the person or persons, and bodies politic or corporate, who shall at any time become the purchasers, or holders or owners of any of the said bonds above described or any part of the coupons attached to said bonds.

The party of the first part for the consideration aforesaid doth hereby covenant, promise and agree, with the parties of the second part, and their successors in said trust, that said party of the first part, will well and truly pay, or cause to be paid, unto the respective holders thereof, each and every of the bonds secured hereby together, with interest thereon at the times, and in the manner in said bonds and coupons specified.

It is also further agreed and stipulated as follows:

First. If the party of the first part shall well and truly pay, and discharge the sums of money specified in said bonds above described, and the coupons thereto attached, according to the tenor and effect of said bonds and coupons, and shall keep and perform all the conditions and stipulations herein contained and required to be performed by the party of the first part, then, and in that case, the estate, right, title and interest of the party of the second part, and their successors in said trust, shall cease and determine, and said trustees, or their successors, shall execute to the party of the first part, or its assigns, such release, discharge or conveyance as may properly and reasonably be demanded.

Second. That if default be made in the payment of either the principal specified in said bonds, or any of them, or if the interest specified in the coupons attached to said bonds, any of them at the time, and in the manner set forth in said bonds and coupons, or in case of default in the payment of any part of the said principal or interest, then said trustees or their successors in said trust, may at their option, declare each and all of said bonds, and the principal thereof, and the interest thereon, due and payable, and in such case said trustees shall have full power to enter upon and take possession of said railway with the appurtenances, and all and singular the property and franchises hereby mortgaged, and said trustees shall cause said mortgaged premises and property to be sold, at public auction, at the city of Springfield, in the State of Illinois, by giving at least sixty days notice of the time, place and terms of sale, and of the property to be sold by publishing said notice in one daily news paper in said city of Springfield, and they shall also have power to adjourn said sale from time to time, if in their opinion such adjournment becomes necessary, and to execute to the purchaser or purchasers, a good and suf-

ficient deed in fee simple for the same, which shall be a bar against the party of the first part, and all persons claiming by, through or under it, of all right, title claim or demand, in and to the mortgaged premises, or any part thereof, and out the proceeds of such sale, after deducting just allowances and expenses, to pay, first, the interest, and second the principal of said bonds ratably, as far as said proceeds will go for that purpose, and in case any surplus remains to pay the same over to the party of the second part, but in case it shall not be deemed proper or expedient to seize and sell said mortgaged property, in pursuance of the power herein granted, then it shall be the duty of the said trustees, to proceed in any proper tribunal to foreclose this mortgage, according to the usual and established principles of law and equity.

Third. It is further agreed that in case of the death, resignation or incapacity of either of the trustees herein named, that the other or surviving trustee, may act alone, and in case of the death, resignation or incapacity of both of the said trustees to act, then it shall be the duty of the board of directors of said railway company to make application to some proper court of record, at the county of Fulton, in said State of Illinois, for the appointment of some suitable persons to become the successors of said trustees.

It is hereby agreed and understood, that for the better assurance to the parties of the second part, and to the holders of the bonds secured by this instrument, the party of the first part agrees, that it will on demand, and at any and all times hereafter, make, execute and deliver all such other and further conveyances, and assurances unto said trustees, and their successors in said trust, hereby created of the said railroad, with appurtenances, equipment and property hereinbefore described, or intended so to be as said trustees or their successors, by their counsel, shall reasonably advise, devise or require.

In Witness Whereof, the party of the first part, that is to say, the Fulton County Narrow Gauge Railway Company, in pursuance of the resolutions and orders aforesaid, has caused these presents to be executed and signed by its President, and attested by Secretary, and has caused its corporate seal to be hereto affixed, and the said Edw. A. Temple, and the said Joseph Braden, trustees, as aforesaid, have subscribed their names, and affixed their seals hereto, to evidence their acceptance of the trust hereby created, the day and year first above written.

The Fulton County Narrow Gauge Railway Company,

[SEAL] By HENRY PHELPS,

Attest: *President.*

WILLIAM J. DYCKES,

Secretary.

EDW. A. TEMPLE,

Trustee.

JOSEPH BRADEN,

[SEAL] *Trustee.*

STATE OF ILLINOIS, } ss.
COUNTY OF FULTON. }

Be it Known that on this 20th day of January, A. D. 1881 personally ap-

peared before me Henry Phelps who is personally known to me to be the identical person who signed the foregoing mortgage as President of said Fulton County Narrow Gauge Railway Company, and who is personally known to me to be the President of said Railway Company, and acknowledged the same to be the voluntary act and deed of said Fulton County Narrow Gauge Railway Company by him as its President, and that he voluntarily signed said Mortgage in pursuance of an order of the Board of Directors of said Rail Way Company.

In Witness Whereof I have hereunto set my hand and affixed my seal Notarial the day and year above written.

[SEAL]

JOHN A. GRAY,
Notary Public.

STATE OF ILLINOIS. } ss.
FULTON COUNTY. }

Be it Known that on this 20th day of January, A. D. 1881 personally appeared before me the undersigned a Notary Public in and for said County, William J. Dyckes who is personally known to me to be the identical person who signed the foregoing Mortgage as secretary of the Fulton County Narrow Gauge Railway Company, and who is personally known to me to be the secretary of said company, and acknowledged the same to be the voluntary act and deed of said Company by him as its secretary, and that he signed said Mortgage as such secretary and affixed the seal of said Railway Company thereto in pursuance of the order and direction of the board of directors of said company.

In Witness Whereof I have hereunto set my hand affixed my seal Notarial the day and year above written.

[SEAL]

JOHN A. GRAY,
Notary Public.

STATE OF IOWA,
LUCAS COUNTY.

Be it known that on this 24th day of January A. D. 1881 before me the undersigned a Notary Public in and for said county personally appeared Edward A. Temple and Joseph Braden who are personally known to me to be the identical persons who signed the foregoing Mortgage as trustees and acknowledged that they signed the same voluntarily for the purpose of evidencing their acceptance of the trust therein created.

In Witness Whereof I have hereunto set my hand and affixed my seal Notarial the day and year above written.

[SEAL]

DELL STUART,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
FULTON	March 3, 1881	122	136
MASON	January 22, 1889	33	112

RELEASE, August 3, 1908. Edward A. Temple Surviving Trustee to Fulton County Narrow Gauge Railway Company.

Know All Men by These Presents, that, I, Edward A. Temple, surviving trustee, do hereby grant, bargain, remise, convey, release and quit claim unto the Fulton County Narrow Gauge Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, all the right, title, interest, claim or demand, whatsoever, which I may have acquired in, to or by a certain Trust Mortgage bearing date the first day of November, 1880 to Edward A. Temple and Joseph Braden, Trustees, and recorded as follows:

In the Recorder's office of Fulton County, Illinois, on March 3, 1881, in Book 122 of Land Records at Page 136.

In the Recorder's office of Mason County, Illinois, on January 22, 1889, in book 33 at page 112.

to the premises therein described, towit:—

All and singular the Railway of the said Fulton County Narrow Gauge Railway Company, extending from the town of Havanna in the county of Mason and State of Illinois, by the way of the towns of Lewistown and Cuba and to Fairview in Fulton County, in the State of Illinois, and also all further extensions of or additions to said Railway, which said Railway Company may hereafter make or in any manner acquire, together with all and singular the road bed, right-of-way, tracks, sidewalks, turnouts, stations, depots, depot grounds, shops, engine houses, coal houses, fuel houses and all lands, buildings, structures and appurtenances intended for the use of the said Railway so described, and all fences, culverts, bridges, freight houses and other structures intended as aforesaid and all locomotives, freight and passenger cars, hand cars, gravel and construction cars and all machinery, tools, implements and materials intended for the use of said Railway; intending to include all interest, property, estates, rights and franchises, belonging to said Railway Company and all additions and improvements that may be added thereto.

In Witness Whereof, I have hereunto set my hand and seal this third day of August 1908.

EDW. A. TEMPLE,
Surviving Trustee

[SEAL]

The Chicago, Burlington & Quincy Railroad Company, A Corporation organized and existing under and by virtue of the laws of the State of Illinois, being the legal holder and owner of all of the bonds secured by the aforesaid trust mortgage, hereby consents to the above and foregoing release of said trust mortgage, all of said bonds therein described having been surrendered and cancelled.

Chicago, Burlington & Quincy Railroad Company
By GEO. B. HARRIS, *President*

[SEAL]

Attest: T. S. HOWLAND, *Secretary.*

STATE OF IOWA }
COUNTY OF POLK } ss.

I, W. C. Ince, Notary Public, in and for said County, in the state aforesaid, do hereby certify that Edward A. Temple, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act as Trustee, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 3rd day of August 1908.

W. C. INCE
[SEAL] *Notary Public.*
My commission expires July 4th, 1909.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Herbert Haase, a Notary Public in and for said County in the State aforesaid, do hereby certify that Geo. B. Harris and T. S. Howland personally known to me to be the President and Secretary respectively of the Chicago, Burlington & Quincy Railroad Company, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary acts and as the free and voluntary act of the Chicago, Burlington & Quincy Railroad Company, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal this 31st day of July A. D., 1908.

[SEAL] HERBERT HAASE, *Notary Public.*
My commission expires Jan. 23d. 1909.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MASON	August 6, 1908	48	217
FULTON	August 19, 1908	277	586

ST. LOUIS, ROCK ISLAND AND CHICAGO RAILROAD COMPANY

The Rock Island and Alton Railroad Company.
The St. Louis, Alton and Rock Island Railroad Company.
The Rockford, Rock Island and St. Louis Railroad Company.
The Orion and Minersville Railroad Company.
St. Louis, Rock Island and Chicago Railroad Company.

THE ROCK ISLAND AND ALTON RAILROAD COMPANY

This company was incorporated by Special Act of the Illinois Legislature, approved February 14, 1855, in force February 15, 1855.

It was authorized to construct a railroad

"from Rock Island, over the most practicable route, to Macomb; thence to Rushville; thence to Winchester; from thence to Whitehall, in Green County."

Section 14 of the original Act provides:

"Said company shall have the power to unite its railroad with any other railroad now constructed, or which may hereafter be constructed, at either termini, or at any point at which it may cross the same within this state, upon such terms as may be mutually agreed upon between said corporations so connecting; and for this purpose full power is hereby given to said company to make and execute such contracts with any other company that may secure the objects of such connection."

By an Amendment, in force February 14, 1857, it was provided

"that in the event the said Rock Island Railroad Company shall not be able, by consolidation or otherwise, to make a satisfactory arrangement for the running of cars from Whitehall to Illinoistown (East St. Louis) with the railroad now built, or authorized to be built, said Rock Island Railroad shall have the right to locate, construct, complete and operate as an extension of the present route a railroad from Whitehall by the most eligible route to Illinoistown."

The Company was organized at Rushville, November 26, 1856, but did not construct any portion of the railroad it was authorized to build.

By an Amendment, in force February 24, 1859, the name was changed to, "The St. Louis, Alton and Rock Island Railroad Company," and it was provided that

"by and under that name said corporation shall be henceforth known and have its corporate existence, and hold and be possessed of all the rights, powers and privileges granted to the Rock Island and Alton Railroad Company in the original Charter of said company and the Amendments thereto, and shall be and become vested with all the property and estate and rights of any kind whatever vested in the name of the Rock Island and Alton Railroad Company as fully as if said name had not been changed."

ACT OF LEGISLATURE

Approved February 14, 1855.

AN ACT to incorporate the Rock Island and Alton Railroad Company.

* * * * * * * * * *

Whereas, in the opinion of the general assembly, the object of incorporating the Rock Island and Alton Railroad Company cannot be obtained under the general law; therefore,

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That W. Frizzell, Patrick Whitaker, William Baily, Job Edgington, James Dickson, of Rock Island, Rock Island county; R. H. Spicer, H. W. Thornton, S. S. Dimick, of Mercer county; Ivory Quawbeck, E. A. Paine, of Monmouth, Warren county; Benjamin R. Hunter, James Kyle of Macomb, McDonough county; George Little, James F. Anderson, W. Ray, George Nelson, J. Parett, of Rushville, Schuyler county; John Webb, Horace Billings, Charles Sprague Dived, Burlington, Cass county; Dr. S. D. Skilings, F. Hale, Dr. W. H. Wilson, Ansel Sweett, Thomas Flinn, James Brown, of Winchester, Scott county; Henry Bragg, W. A. Davis, A. W. Bridges, Carrollton, Greene county; W. W. Shepard, Alexander B. Morean, George E. Warren, Jerseyville, Jersey county; S. Buckman, T. M. Hope, E. Keating, Alton, Madison county, and all such persons as shall hereafter become stockholders in said company, hereby incorporated, shall be a body corporate and politic, by the name and style of "The Rock Island and Alton Railroad Company," with perpetual succession; and under the name and style shall be capable of suing and being sued, impleading and being impleaded, defending and being defended against, in law and equity, in all courts and places whatsoever, in like manner, and as fully as natural persons; may make and use a common seal, and alter or renew the same at pleasure; and by their said corporate name and style shall be capable in law of

contracting and being contracted with; shall be and are hereby invested with all the power, privileges, immunities and franchises, and conveying real and personal estate which may be needful to carry into effect fully the purposes and objects of this act.

§ 2. The said corporation is hereby authorized and empowered to survey, locate, construct, complete, alter, maintain and operate a railroad, with one or more tracks or lines of rails, from Rock Island, thence the most practicable route to Macomb, thence to Rushville, thence to Beardstown, thence to Winchester, from thence to Whitehall, in Greene county; and said company are hereby authorized to connect their said road, at the said town of Whitehall, with any other road now constructed or to be constructed, under act of incorporation now in force, upon such terms as may be mutually agreed upon between the company hereby incorporated and such other company or companies; and may also take stocks in, or become otherwise interested in any railroad from Whitehall to Alton, or may by the consent of the directors of any such road, consolidate their road with the same.

§ 3. The capital stock of said company shall consist of three millions of dollars, and may be increased to five millions of dollars, to be divided into shares of one hundred dollars each. The immediate government and direction of said company shall be vested in thirteen directors, who shall be chosen by the stockholders of said company, in the manner hereinafter provided, who shall hold their office one year after their election, and until others shall be duly elected and qualified to take their places as directors; and the said directors, a majority of whom shall form a quorum for the transaction of business, shall elect one of the members to be the president of the company. The said board of directors shall have power to appoint all necessary clerks of business of said company.

§ 4. The said company is hereby authorized, by their agents, surveyors or engineers, to cause such examinations and surveys to be made of the ground and country between Rock Island, Whitehall and all the points mentioned in second section of this act, as shall be necessary to determine the most advantageous route for the proper line or course whereon to construct the said railroad; and it shall be lawful for the said company to enter upon and take possession of and use all such lands and real estate as may be necessary to the construction of and maintenance of the said railroad, its depots, water stations, side tracks, machine shops, engine housese and buildings, all appendages necessary to the construction and working of the said railroad: Provided, that all lands or real estate entered upon, taken possession of and used by said company, for the purpose and accommodation of said railroad, or upon which the aforesaid railroad shall have been located or determined by the said corporation, shall be paid for by said company, in damages, if any be sustained by the owner or owners thereof, by the use of the same for the purposes of said railroad, and all lands entered upon and taken for the use of said corporation, which are not donated to said corporation, at such prices as may be mutually agreed upon by

said corporation and the owner or owners of said lands or real estate; and in case of disagreement, the price shall be estimated, fixed, and recovered in the manner provided for taking lands for the construction of public roads, canals, or other public works, as prescribed by the act to provide for a general system of road corporations, approved November, 5, 1849, and the final award shall rest in the corporation hereby created all the rights, franchises and enumerations in the said act contemplated and provided.

§ 5. If any person shall willfully, maliciously or wantonly, and contrary to law, obstruct the passage of any car on said railroad, or any part thereof, or anything belonging thereto, or shall damage, break or destroy any part of said railroad, or implement of building, he, she, or they, or any person assisting, shall forfeit and pay to said company, for every such offense, treble the amount of damages that shall be proven before any competent court, and shall have been sustained, and be sued in the name and behalf of said company; and such offender or offenders shall be deemed guilty of a misdemeanor, and shall be liable to an indictment in the manner as other indictments are found in any county or counties where such offense shall have been committed; and, upon conviction, every such offender shall be liable to a fine not exceeding five thousand dollars, for the use of the county where such indictment may be found, and may be imprisoned, at the direction of the court.

§ 6. The time of holding the annual meeting of said company, for the election of directors, shall be fixed and determined by the by-laws of said company, and [at] all meetings such stockholders shall be entitled to vote, in person or lawfully proxy, one vote for each share of stock he, she, or they may hold, *bona fide*, in said company, upon which all installments called have been paid.

§ 7. The persons named in the first section of this act are hereby appointed commissioners, who, or a majority of whom, after a meeting duly called, by thirty days' notice in newspapers published in Rock Island and Alton, are hereby authorized to open subscription books for said stock, at such places as they may deem proper, and shall keep said books open until five hundred thousand dollars of said capital stock shall be taken. Said commissioners shall require each subscriber to pay five dollars on each share subscribed at the time of subscribing. Said commissioners shall immediately thereafter call a meeting of the stockholders, by giving thirty days' notice in some newspaper printed in Rock Island, Alton, or any printing office on the route; and at such meeting it shall be lawful to elect the directors of said company, and when the directors of said company are chosen the said commissioners shall deliver said subscription books, with sums of money received by them, as commissioners, to said directors. No person shall be a director in said company, unless he shall own, at least, one share of the capital stock.

§ 8. That the right of and the real estate purchased for the right of way by said company, whether by mutual agreement or otherwise, or shall become the property of the company by operation of law, as in this

act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said lands, as a compensation of the same, become the property of said company, in fee simple.

§ 9. The corporation may take and transport on said railroad any person or persons, merchandise, or other property, by the force and power of steam or animals, or any combination of them; may fix and establish, and receive such rates of toll for all passengers and property transported upon the same, as the said directors shall establish. The directors are hereby authorized and empowered to make all necessary rules and by-laws, regulations or ordinances that they deem necessary and expedient to accomplish into effect the provisions of this act, and further transfer assignments of the stock, which is hereby declared personal property, and transferable in such manner as shall be provided by the by-laws of the said company.

§ 10. The directors of said company, after the same is organized, shall have power to open books in the name prescribed in the sixth section of this act, to fill up the additional capital stock, or any part thereof, at such times as they may deem it for the interest of the said company; and all installments required to be paid on the stock originally to be taken, and what may be taken to increase the said capital, shall be paid at such times and in such sums as the directors may prescribe.

§ 11. In case of the death or resignation of the president or vice president or any director, at any time between the annual election, such vacancies may be filled for the remainder of the year, whenever they may happen, by the board of directors; and in case of absence of the president and vice president, the board of directors shall have power to appoint a president or vice president *pro tem.*, who shall have and execute such powers and functions as the by-laws of said corporation may provide. In case it should at any time happen that an election shall not be made on any day, in pursuance of this act, it shall not invalidate such election, and the corporation, for that cause, shall not be deemed dissolved, but such election shall be held at any other time, as directed by the by-laws of said corporation.

§ 12. That when the lands of any *femme covert*, person under age, *non compos mentis*, or out of the state shall be taken in the construction of the said railroad, as is provided by this act, the said corporation shall pay the amount that shall be awarded as due to the last mentioned owners, respectively, whenever the same shall be lawfully demanded, together with six per cent. per annum; that to ascertain the amount to be paid to persons in this section for the lands taken for the use of said corporation it shall be the duty of the governor of this state, upon the notice given to him of the said corporation, to appoint three commissioners, to be persons not interested in said matter, to determine the damages which the owner or owners of the land or real estate may have sustained by the occupation of the same. It shall be the duty of the said commissioners, or a majority of them, to deliver the said corporation a written statement of the award or awards they shall make, with a description of the land and real estate appraised, to

be recorded by the said corporation in the clerk's office in the county in which the lands or real estate so appraised may lie, and then the said corporation may be deemed to be seized and possessed of all such lands or real estate as shall have been appraised by the said commissioners.

§ 13. Whenever it shall be necessary for the construction of said railroad to intersect or cross a track of any other railroad, or any stream of water or water course or road or highway on the route of the said railroad, it shall be lawful for the company to construct their railroad across or upon the same: *Provided*, that the said company shall restore the said railroad, stream of water, water course, road or highway thus intersected or crossed to its former state, or in sufficient manner not to impair its usefulness.

§ 14. Said company shall have the power to unite its railroad with any other railroad now constructed or which may hereafter be constructed at either termini or at any point at which it may cross the same within this state, upon such terms as may be mutually agreed upon between said railroad corporations so connecting; and for that purpose full power is hereby given to said company to make and execute such contracts with any other company that may secure the objects of such connection: *Provided*, that no cars shall run upon the line or track of the road constructed by the company hereby incorporated, except at the points of crossing or intersecting the same.

§ 15. Said company is hereby authorized, from time to time, to borrow such sum or sums of money as may be necessary for completing and furnishing and operating the said railroad, and to assure and dispose of the bonds, in denominations of not less than five hundred dollars, bearing a rate of interest not exceeding seven per centum per annum, for any amount so borrowed, and mortgage the corporation property and franchises, or convey the same by deed of trust to secure the payment of any debt contracted by said company for the purpose aforesaid; and the directors of said company may confer on any bondholder of any bond issued for money borrowed as aforesaid the right to convert the principal due or owing thereon into stock of said company at any time, not exceeding ten years from the date of the bond, under such regulations as the directors of said company see fit to adopt; and all sales of stock bonds that may be made at less than par value shall be good and valid and binding upon said corporation as if such bonds had been sold for the full amount thereof.

§ 16. Each of the counties through which the said railroad may be located or run shall have the power and right, by the county court of such of the said counties, respectively, to subscribe for stock and becoming stockholders in the said railroad, the said counties, each, being the representative of the stock so subscribed; and for this purpose each of the said counties as aforesaid is hereby authorized, from time to time, to borrow such sum or sums of money as may be necessary for the purpose aforesaid; to issue and in any way dispose of or hypothecate their bonds, in denominations of not less than four hundred dollars, bearing a rate of interest not exceeding seven per cent. per annum for any

amount so borrowed, and to mortgage the shares so taken or convey the same by deed of trust to secure the payment of any debt contracted by said county so subscribing for the purpose aforesaid; and each of said counties hereby authorized in the premises aforesaid to by their county court as fully act as individuals might or could do; and each of said counties shall and it is hereby made the duty of the county court of each of the said counties to order an election to be held on the first Monday in June, 1855, or at such other times as the county court may order, from time to time, and a vote to be taken in each of the said counties through which the said railroad may pass, for and against the county taking stock in the said railroad. If a majority of the votes cast are in favor of stock, as aforesaid, it shall be the duty of the county court to subscribe for stock to the amount of not less than fifty and not more than one hundred thousand dollars: *Provided*, that the stock so subscribed shall alone be responsible for the stock taken by any of the counties, as aforesaid.

§ 17. The width of said railroad shall not be more than two hundred feet.

§ 18. This act shall be deemed a public act, and shall be favorably construed for all purposes therein expressed and declared, in all courts and places whatsoever, and shall be in force from and after its passage: *Provided*, said railroad shall be completed within six years from the passage of this act.

APPROVED Feb. 14, 1855.

In force Feb. 15, 1855.

Private Laws Illinois 1855, Page 305.

ACT OF LEGISLATURE

Approved February 14, 1857.

AN ACT to amend an act entitled "An act to incorporate the Rock Island and Alton Railroad Company."

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That, in the event the said Rock Island Railroad Company shall not be able, by consolidation or otherwise, to make a satisfactory arrangement for the running of cars from Whitehall to Illinoistown with the railroad now built or authorized to be built, said Rock Island Railroad Company shall have the right to locate, construct, complete and operate, as an extension of the present route, a railroad from Whitehall, by the most eligible route, to Illinoistown.

§ 2. The county courts of Scott, Schuyler, McDonough and Warren counties, and any other counties through which this road may pass, are hereby authorized and directed to issue bonds, in payment of all stock subscribed or to be hereafter subscribed to said Rock Island and Alton Railroad Company; and are hereby further authorized and empowered to levy a special tax and make all other needful regulations sufficient

and adequate for the payment of interest on any bond so issued by said counties or either of them.

§ 3. The said counties of Scott, Schuyler, McDonough and Warren are hereby authorized and empowered to issue their bonds, for any of the stock so subscribed, at a rate of interest not exceeding ten per cent. per annum.

§ 4. The said company is hereby further authorized and empowered to borrow, from time to time, any sum or sums of money, and to issue the bonds of the company therefor, at a rate of interest not exceeding ten per cent. per annum, and so much of section fifteen of "An act to incorporate the Rock Island and Alton Railroad Company," approved February 14, 1855, as conflicts herewith is hereby repealed.

§ 5. The said company is hereby authorized to purchase, from time to time, any and all tracts of land adjacent to said railroad, for the use of said company, out of any money belonging to said company, which by the president or the directors of said company may be deemed necessary for the interest of said company, and to dispose of the same, as to them may seem just and proper.

§ 6. The said company is hereby authorized and empowered to build, maintain and use a railroad bridge over the Illinois river, in such manner as shall not materially obstruct or interfere with the free navigation of said river, and to connect, by railroad or otherwise, such bridge with any railroad termination at or near said point; to fix the amount of capital stock; to divide, transfer and increase the same; to borrow money and pledge or mortgage its property and franchises; to condemn, according to law, property, for the use and purpose of said company; to contract, bargain and agree with any railroad company for and in the construction and maintenance of such bridge, to sell or lease said bridge, or the use of the same, or the franchises of said company, to any companies or corporation.

§ 7. This act shall be deemed a public act, and shall be favorably construed for all purposes therein expressed and declared, in all courts and places whatsoever, and shall be in force from and after its passage.

APPROVED Feb. 14, 1857.

Private Laws Illinois 1857, Page 802.

THE ST. LOUIS, ALTON AND ROCK ISLAND RAILROAD COMPANY

This company was formed as above set out by change of name from The Rock Island and Alton Railroad Company, under the provisions of an Act of the Illinois Legislature, in force February 24, 1859.

It was organized at Beardstown, October 2, 1862.

This company did not complete any portion of the railroad it was authorized to build, but it acquired a large portion of the right of way along its proposed route, and from 1857 to 1860 undertook the construction of that section of its line extending from Beardstown southerly to Whitehall, Illinois, and did considerable construction work.

By deed dated October 8, 1868, this company conveyed to The Rockford, Rock Island and St. Louis Railroad Company all of its railroad property and franchises.

ACT OF LEGISLATURE

Approved February 24, 1859.

AN ACT to amend An Act entitled "An Act to incorporate the Rock Island and Alton Railroad Company."

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the name of "The Rock Island and Alton Railroad Company," be and is hereby changed, and declared to be "The St. Louis, Alton and Rock Island Railroad Company," and by and under that name said corporation shall be henceforth known and have its corporate existence, and hold and be possessed of all the rights, powers and privileges granted to the Rock Island and Alton Railroad Company in the original charter of said company and the amendments thereto, and shall be and become vested with all the property and estate and rights of every kind whatever vested in the name of the Rock Island and Alton Railroad Company, as fully as if said name had not been changed.

§ 2. The organization of the Rock Island and Alton Railroad Company is hereby declared to be legal and valid, irrespective of the amount of unconditional stock obtained before the organization: *Provided,* that

nothing in this act contained shall, in any manner, impair the obligation of any existing contract.

§ 3. The said company, in obtaining the right of way, or in obtaining lands for other purposes, necessary to the location and operating of their road, may proceed to obtain the title to such lands so needed for the right of way, or otherwise, in the manner and upon the principles provided and contained in the act concerning the right of way, approved March 3, 1845, or under any other act that has been or may be passed by the general assembly of the State of Illinois, to enable railroad companies to appropriate lands for the purposes aforesaid: *Provided*, the said St. Louis, Alton and Rock Island Railroad Company shall be held and declared liable for all the liabilities of the Rock Island and Alton Railroad Company, the same as the said Rock Island and Alton Company would have been if the change of name herein granted had not been made.

§ 4. The certificate of the secretary of said company, under the seal of said company, shall be received in all courts and places, as evidence of their rules and by-laws, of the appointment of agents and officers, of any order of said company or their directors, and also of the due organization of said company.

§ 5. That section 5 of the act amendatory of the original charter of said company, which amendatory act is approved February 14, 1857, is hereby declared to give said company the power to deal in real estate for the purpose only of facilitating the acquisition of the title to lands for the right of way, depot grounds, and other necessary purposes, and does not grant any power to speculate in real estate.

§ 6. The county courts or board of supervisors, where the township organization is adopted of [in] the counties of———and Scott, and the corporate authorities of the———and city of Beardstown shall, on the request of said company, transmit to the State auditor the amount of stock they have respectively subscribed to the capital stock of the Rock Island and Alton Railroad Company, (now the St. Louis, Alton and Rock Island Railroad Company), together with a statement of the bonds issued and to be issued by them, respectively, with the accrued and accruing interest; and it shall be the duty of the auditor, in making out forms for each county, to prepare columns for the amount of interest required to be raised annually to meet the interest on such bonds, which shall be collected at the time and in the manner of collecting the State revenue, and paid into the county treasury; and the collectors of said counties shall be allowed the same compensation as they receive for collecting State revenue, to be paid by said counties, and for the faithful discharge of their duties shall, severally, be required to give bond and security, to be approved by the county clerks of the respective counties: *Provided*, that if any general law for the levying and collecting of taxes for the collection of the interest upon the bonds issued by counties, cities or towns in this State for railroad purposes shall be passed, then this section to be null and void and of no effect.

§ 8. The St. Louis, Alton and Rock Island Railroad Company shall have the right, as an amendment to the 15th section of the original act incorporating the Rock Island and Alton Railroad Company, to mortgage their tolls, rents, and incomes.

§ 9. This act shall be a public act, and shall be in force from and after its passage.

APPROVED February 24, 1859.

Private Laws Illinois 1859, Page 494.

[Mistake in numbering sections, made in original laws of 1859.]

ACT OF LEGISLATURE

Approved February 18, 1861.

AN ACT to amend an act entitled "An Act to incorporate the Rock Island and Alton Railroad company."

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the name of Rock Island and Alton Railroad Company be changed and declared to be "The Saint Louis, Alton and Rock Island Railroad Company," and by and under that name said corporation shall be henceforth known and have corporate existence and hold and be possessed of all the rights and powers and privileges granted to the Rock Island and Alton Railroad Company, by the original charter of said company, and the law amendatory thereof, and become vested with all the property and estate, and rights of every kind whatever, now vested in the Rock Island and Alton Railroad Company, as fully as if said name had never been changed: *Provided,* that the said Saint Louis, Alton and Rock Island Railroad Company shall be held and declared liable for all the liabilities of the Rock Island and Alton Railroad Company, to the same extent and in the same manner as the said Rock Island and Alton Railroad Company would have been liable, if the change of name herein granted had not been made.

§ 2. The certificate of the secretary, under the corporate seal of said company, shall be received in all courts and places as *prima facie* evidence of the rules and by-laws of said company, of the appointment of agents and officers, of any order of said company or their directors, and also of the due organization of said company.

§ 3. That the time for the completion of said road shall be extended six years, from and after the fourteenth day of February, A. D. 1861.

§ 4. The said company shall have the right to mortgage their tolls, rents and income

§ 5. That said company, in securing the payment of their bonds by mortgage or deeds of trust on the road property, franchises, income and tolls of the corporation, shall have power to execute a mortgage or deed of trust, to secure the payment of the full amount of bonds, which the

company may, at the date of said mortgage or deed of trust, deem it advisable, to issue, and may at any time thereafter sell and dispose of the whole amount bearing even date with the said mortgage or deed of trust, or may, from time to time execute, sell and dispose of such amounts of said bonds, and of such dates, and payable to such persons, as the directors may deem advisable, till the whole amount of bonds mentioned in said mortgage or deed of trust shall be executed and sold, and the said mortgage or deed of trust shall be as valid and effectual, to secure the payment of the bonds so executed and sold, and each of them, as if the same had been executed of even date with the said mortgage or deed of trust.

§ 6. The said company are hereby authorized to make and issue preferred stock, and guaranty, by dividends or otherwise, to the holder of such preferred stock, over the original stock of said company, a rate of interest not exceeding ten per cent. per annum.

§ 7. That section five of the act amendatory of the original charter of said company is hereby declared to give said company the power to deal in real estate only for the purpose of facilitating the acquisition of the right of way, depot grounds, and other necessary purposes, and shall not be deemed to grant any power to speculate in real estate.

§ 8. That the proviso in section fourteen of the original charter of said company, to wit, that no cars shall run upon the line or track of the road constructed by the company hereby incorporated, except at the points of crossing or intersecting the same, be repealed.

§ 9. All actions now pending, in which the Rock Island and Alton Railroad Company is plaintiff or defendant, may be prosecuted to final judgment and execution in that corporate name, and no existing right of action or defense in any such pending suit shall be in any way affected by the provisions of this act.

§ 10. The subscriptions of stock made in the counties of Schuyler, Greene and Scott, by the counties or individuals, when collected, shall be expended on the work done or to be done, respectively, in those counties.

§ 11. This act shall be a public act, and shall be in force from and after its passage.

APPROVED February 18, 1861.

Private Laws Illinois 1861, Page 522.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to amend an act to incorporate the Rock Island and Alton Railroad Company, approved February 14, 1855.

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That so much of the act to which this is an amendment, as requires said company to complete said railroad within

six years from the passage of said act, is hereby repealed; and that the time be extended for completing said railroad for ten years after the passage of this amendment.

§ 2. That this amendment shall apply to the St. Louis, Alton and Rock Island Railroad Company, and all the acts of the present board of directors of said company, which are consistent with the charter of said company, known as "An act to incorporate the Rock Island and Alton Railroad Company," approved February 14, 1855, and the amendments thereto, are hereby legalized and declared valid.

APPROVED February 16th, 1865.

Private Laws Illinois 1865, Vol. 2, Page 214.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT in relation to the St. Louis, Alton and Rock Island Railroad Company.

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That said company are hereby authorized and vested with full power, for the purpose of completing said road, to lease, mortgage, sell, convey and dispose of, to any individual, persons or corporation, all property, whether real, personal or mixed, so acquired by them or in their name, for any purpose or purposes whatever, whether obtained or possessed by gift, grant, purchase, forfeiture or otherwise, including the whole or any portion of their road-bed, right of way, grading, bridging, stone, gravel, timber or other material, and all privileges and things whatever, thereto appertaining, and such mortgage, lease, sale, transfer or conveyance by them made of any such estate or effects, shall be and is hereby declared valid: *Provided,* that if said company deem it for the interest of said company to sell the road-bed, estate and effects of said company, that the proceeds shall be divided among its stockholders of said company in proportion to the stock each subscribed: *Provided,* that said road shall not be sold to any competing line.

§ 2. This act shall be in force from and after its passage.

APPROVED February 16, 1865.

Private Laws Illinois 1865, Vol. 2, Page 220.

ACT OF LEGISLATURE

Approved February 23, 1867.

AN ACT to amend the charter of the St. Louis, Alton and Rock Island Railroad Company.

* * * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the St. Louis, Alton and Rock Island

Railroad Company be and they are hereby authorized and empowered to obtain the right of way, lay out, construct and operate a branch railroad, from their said railroad in the county of Cass or Morgan, on the nearest and most eligible route, cost considered, to intersect with the Peoria, Pekin and Jacksonville Railroad; and that, in laying out, constructing and operating said branch road, the said company shall have and exercise all the powers and privileges, and be subject to all the restrictions and liabilities specified in their original charter and the acts amendatory thereof; and the provisions of said charter and amendments shall apply to the branch road herein provided for, as fully as to their original road.

§ 2. The said company is hereby empowered to lease, connect or make running arrangements with any other railroad chartered or to be chartered in this State, upon such terms not in conflict with the general laws of this State, in force, or to be in force, as the corporations interested may agree upon; and such arrangements may be made in reference to the whole or any part of said St. Louis, Alton and Rock Island Railroad, and to the branch road hereby authorized to be constructed.

§ 3. This act to take effect and be in force from and after its passage.

APPROVED February 23, 1867.

Private Laws Illinois 1867, Vol. 2, Page 709.

THE ROCKFORD, ROCK ISLAND AND ST. LOUIS RAILROAD COMPANY

This company was incorporated by a Special Act of the Illinois Legislature, in force February 16, 1865. It was authorized to construct a railroad

"commencing at the City of Rockford, in the County of Winnebago; thence, by the most practicable route by way of the City of Sterling, in the County of Whiteside, and the City of Rock Island, in Rock Island County, to some practicable point on the east bank of the Mississippi River, opposite the City of St. Louis, in the State of Missouri."

By Section 7 it was authorized

"to unite, connect or consolidate its railroad, or any part thereof, with any other railroad constructed, or which may hereafter be constructed, in this state, upon such terms as may be mutually agreed upon by and between the several companies; and for that purpose full power is hereby given to the company hereby incorporated to do all such acts and execute all such instruments as may be necessary or advisable to effect such union, connection or consolidation, as the case may be."

By Section 17 it was authorized

"at any time or times hereafter to project and extend from any point or points of their said road, branches or side tracks thereof to any coal or mineral bed or beds or mines in the respective vicinity."

It was organized at Sterling May 17, 1865.

Of date October 8, 1868, this company purchased by deed all of the property of The St. Louis, Alton and Rock Island Railroad Company.

Of date March 11, 1869, a Special Act of the Illinois Legislature legalized the sale, of date October 8, 1868, to The Rockford, Rock Island and St. Louis Railroad Company.

In 1857 the Village of Oquawka issued bonds in payment for grading the right of way from Oquawka to Sagetown (about 5 miles) [now Gladstone] in aid of the Peoria and Oquawka Railroad Company. This company failed, and did not use the grade.

In 1869 this grade was acquired by The Rockford, Rock Island and St. Louis Railroad Company, which laid the rails and completed this section of the road.

(See also Section 5, Act Illinois Legislature, approved February 21, 1861, vesting title to this grade in the Trustees of the Town of Oquawka.)

In 1868, the Rockford, Rock Island and St. Louis R. R. Co. executed two Mortgages upon what were called Three Grand Divisions of the Road which it proposed to construct.

The first Mortgage was dated June 15, 1868, and was secured upon what was called the "North Division", and the second Mortgage was dated October 23, 1868, and was secured upon the remainder of the road.

The Company defaulted in the payment of the interest upon the Bonds issued under these Mortgages, and they were foreclosed in the Circuit Court of the United States for the Northern District of Illinois. The Decree of Foreclosure is dated July 13, 1875, ordering a sale of the Road and of its property, and Henry W. Bishop was appointed Master to make the sale, which he did of date August 16, 1875, and this sale was confirmed by the Court in a final Decree entered of date May 17, 1876, directing a Deed to be made to Heyman Osterberg, Trustee, who had purchased the entire property for $1,320,000. The Master's Deed to Osterberg is dated May 18, 1876.

The purchasers at this sale organized a new Company under the General Laws of Illinois, called St. Louis, Rock Island and Chicago Railroad Company, its Articles being dated April 27, 1876.

That Company executed three Mortgages, all of which were canceled September 13, 1876, at which time the Chicago, Burlington & Quincy Railroad Company acquired the property, taking possession through a Lease of date February 1, 1877, and the purchase of all the Capital Stock.

Following this, the St. Louis, Rock Island and Chicago Railroad Company executed a new Mortgage of date February 1, 1877, to secure an issue of Bonds in the amount of $2,500,000, which were used to pay for the property.

The Lease was continued in force until June 1, 1899, when the property was conveyed by the St. Louis, Rock Island and Chicago Railroad Company by a deed to the Chicago, Burlington & Quincy Railroad Company.

ACT OF LEGISLATURE

Approved February 16, 1865.

AN ACT to incorporate the Rockford, Rock Island and St. Louis Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Thomas D. Robertson, Selden M. Church, Henry A. Nix, Benjamin C. Coblentz, William A. Sanborn, Wm. Pratt, Ralph Sage, William S. Thomas, A. L. Waite and Calvin Truesdale, and all such persons as shall hereafter become or be stockholders in the company hereby incorporated, are hereby created a body politic and corporate, under the name and style of "The Rockford, Rock Island and St. Louis Railroad Company," and by that name shall be and they are hereby made capable, in law and equity, to sue and be sued, plead and be impleaded, defend and be defended, in any court or place in this State or elsewhere; to make, have and use a common seal, and to renew or alter the same at pleasure, and shall be capable, at law and equity of contracting and being contracted with; and they are hereby authorized to make and ordain all necessary rules, regulations or by-laws for the carrying out of the purposes and objects of this act, and to alter and change the same at pleasure; and shall be and are hereby invested with all the powers, privileges, immunities and franchises, including the acquiring by purchase or otherwise, and holding and conveying real and personal estate, which may be needful to carry into full effect the purposes and objects of this act.

§ 2. The capital stock of said company shall be five hundred thousand dollars, which may be increased by a vote of the board of directors of said company to any sum not exceeding the actual cost of the construction and operation of said road; all which capital stock to be divided into shares of one hundred dollars each, which shall be deemed personal property, and may be subscribed for, issued and transferred in such manner as the board of directors may prescribe.

§ 3. The corporate company hereby created shall have power to survey, locate, establish, construct, complete, use, operate, alter and maintain a railroad with one or more tracks, commencing at the city of Rockford, in the county of Winnebago, thence by the most practicable route, by way of the city of Sterling, in the county of Whiteside, and the city of Rock Island, in Rock Island county, to some practicable point on the east bank of the Mississippi river, opposite the city of St. Louis, in the State of Missouri, with all such appendages, to wit: sidetracks, turnouts, switches, depots, depot grounds, stations, wells, water tanks, buildings, erections and structures as shall be necessary for the construction and operation of said road. Said company are hereby empowered to lay out, take, hold and use for the ordinary track of said railroad, the width of one hundred feet along its entire route, and such additional grounds as shall be necessary for its said appendages; and in case of embankments, cuttings or crossings, if more than said one hundred feet shall be necessary, then said company may take, hold and use

as many more feet in width, at those points, as shall be necessary for the proper construction and security of said road, and said company are likewise hereby empowered to take, hold and use the grounds of stone and gravel, in section four, hereof mentioned, and the right of way thereto.

§ 4. Said company is hereby authorized by their agents, surveyors and engineers, to enter upon any lands, and make all necessary examinations and surveys along or near the proposed route for the location of said railroad and appendages, and shall be responsible only for the actual damage done to any such lands or premises in so doing; and in case said company shall not be able, by purchase or voluntary cession, to acquire the right of way and grounds for said railroad and appendages, and grounds of stone or gravel (for the purposes of building, ballasting or repairing the same, or any of them), and the rights of way to such grounds of stone or gravel, said company are empowered to take, condemn and use, or otherwise lawfully obtain and use the same, respectively, under the provisions of an act for condemning the rights of way, etc., for purposes of internal improvement, approved June 22, 1852, or under any other of the laws of this State that may be in force, in that behalf authorizing the appropriation of lands or rights of way for such purposes.

§ 5. The rights of way and other real estate purchased by said company for any of the purposes aforesaid, shall be held by them in fee simple; and any such rights of way or real estate taken, condemned or appropriated, as aforesaid, shall, upon due fulfillment by said company of the conditions prescribed by law, to be by them performed or observed, to entitle them to such property, shall also be held by said company in fee simple.

§ 6. The said company is hereby authorized, from time to time, to borrow such sum or sums of money, not exceeding the capital stock of said company, as may be necessary for the completing, equipping, furnishing, maintaining or altering their said railroad, and to issue and dispose of their bonds at such rate of interest not exceeding ten per cent. per annum, and at such discount as may be thought for the benefit of the company, and to mortgage their corporate property and franchises, or convey the same by deed of trust to secure the payment of any debt contracted by said company for the purposes aforesaid, or any of them. And the directors of said company may at any time, confer on the holder of any such bond the right to convert the principal due or owing thereon into stock of said company, and any such bonds that may be sold or disposed of at a less rate than par shall be as valid and binding upon said company as if the same were sold for the par value thereof.

§ 7. Said company shall have power to unite, connect or consolidate its railroad, or any part thereof, with any other railroad constructed, or which may hereafter be constructed in this State, upon such terms as may be mutually agreed upon by and between the several companies; and for that purpose full power is hereby given to the

company hereby incorporated to do all such acts and execute all such instruments as may be necessary or advisable to effect such union, connection or consolidation, as the case may be: *Provided*, that at any annual meeting of the stockholders, three-fourths of them shall vote for such consolidation.

§ 8. All the corporate powers of said company shall be vested in and executed by a board of nine directors, who shall be chosen by the stockholders of said company in the manner hereinafter provided, who shall hold their offices for one year and until their successors are elected and qualified; and shall have power to appoint all such officers, agents and servants as shall be necessary for the transaction of the business of the company. A majority of the directors present, at any meeting of said board, shall constitute a quorum to do business. None but stockholders shall be eligible as directors. Vacancies occurring in the board of directors between elections shall be filled by the board at any legal meeting thereof, and each person so elected to fill a vacancy, shall thenceforth be and continue in office for the remainder of the term, as if elected at the last preceding annual election.

§ 9. A meeting of the stockholders of said company shall be held annually, for the election of directors; and the time, place and manner of holding such elections (except the first election which is hereinafter separately provided for), shall be fixed and determined by the by-laws for the time being of said company; but at such meetings the voting shall be done by ballot; and each stockholder, either in person or by lawful proxy, shall be entitled to one vote for each share of said capital stock he, she or they may, *bona fide*, hold at the time of election, and the nine persons receiving the highest number of votes cast shall be declared elected.

§ 10. The board of directors shall, out of their own number, elect a president and vice-president of said board, whose powers and duties, respectively, shall be declared and determined by the by-laws of the company, for the time being.

§ 11. Thomas D. Robertson, Henry A. Nix, Benjamin C. Coblentz, Ralph Sage and William S. Thomas, are hereby appointed commissioners, who, or a majority of whom, are hereby authorized to open subscription books for said capital stock, at such place or places as they may deem proper, and shall give at least twenty days' public notice of the times and places, when and where such books shall be opened; and shall keep such books so opened until the sum of fifty thousand dollars of said capital stock shall be subscribed for. Said commissioners shall require each subscriber to pay five per cent. on each share subscribed for by him, at the time of subscribing; and when the sum of fifty thousand dollars shall have been so subscribed for, the said commissioners shall call a meeting of the stockholders, at the city of Sterling, in Whiteside county, in this State, to choose the first board of directors of said company, by giving twenty days' public notice of the time, place and object of such meeting; and when such directors are chosen, said commissioners shall deliver such subscription books, with all sums

of money received by them as such commissioners, to said directors. At the time and place so appointed for such meeting and election, the said commissioners, or a majority of them, shall attend and act as inspectors of said election, and the stockholders by themselves, or a lawful proxy, shall proceed to and elect nine persons to compose said first board of directors, by ballot; such election shall be determined by a majority of votes cast; and the said inspectors, or a majority of them, shall certify the result of said election, under their hands, which certificate shall be recorded in the record book of said company, and shall be sufficient evidence in all places of such election of the directors therein named. Said first board of directors shall elect a chairman to preside at their meetings until they shall elect their president. The several notices in this section required to be given shall be so given by publication in some two or more newspapers having circulation in the vicinity of said proposed railroad.

§ 12. Whenever it shall [be necessary] for the construction of said railroad to intersect or cross a track of any other railroad, or any road, highway, lane, canal, stream of water or water course, lying on the route of said proposed railroad, it shall be lawful for said company to construct their railroad across the same, respectively: *Provided*, that said company shall restore the same, respectively, thus intersected or crossed, to their former state, or in a sufficient manner so as not materially to impair their usefulness.

§ 13. It shall be lawful for the directors to make calls upon the sums subscribed to said capital stock, at such times and in such amounts as they shall deem fit, not exceeding ten per cent. per month, or a proportionate percentage for a longer period, giving at least thirty days' notice of each said call in at least three newspapers published in the vicinity of said road; and in the case of failure of any stockholder to make payment of any such call for sixty days after the same shall have been due, the board of directors are hereby authorized to declare said stock so in arrears, and all sums paid thereon, forfeited to the company; or said directors may enforce the payment of the whole amount subscribed by such stockholder, according to law.

§ 14. The said company is hereby authorized and empowered to convey, sell and dispose of to any railroad company now or hereafter to be incorporated, the whole or any portion of their railroad authorized to be constructed by this act, upon such terms as may be agreed upon between the respective companies; the expediency of such proceeding having been first submitted to a vote of the stockholders of this corporation for their approval or disapproval, at any annual meeting, and approved by three-fourths of the votes of the stockholders of said company.

§ 15. In case it shall at any time happen that an election shall not be made at the time when, in pursuance of this act it ought to be made, the said corporation shall not for that cause be dissolved; but such election shall be held at any other time directed by the by-laws of said corporation.

§ 16. Said company are hereby authorized to take and receive from any of the subscribers of said capital stock, bonds or promissory notes, secured by mortgages on real estate or mortgages on real estate alone, for and in payment of the full amount of their several subscriptions; which securities, respectively, may bear interest at the rate of ten per cent. per annum; principal and interest respectively to be payable at such times as the directors and said subscribers shall agree respectively. Said securities, respectively, shall be assignable in all respects, as in ordinary cases; and the signature of the president, for the time being, as president of the board of directors of said company, shall be a sufficient signature for the company in that behalf; and the assignment of any such note or bond shall, of itself, carry with it and be considered to include the assignment, also, of the mortgage securing the same, as in ordinary cases.

§ 17. It shall be lawful for said company, at any time or times hereafter, to project and extend from any point or points of their said road, branches or side tracks thereof, to any coal or mineral bed or beds, or mines in the respective vicinity; such branches or side tracks, with the necessary appendages, shall be laid out, built and governed, and rights of way and other grounds obtained therefor, under and according to the provisions of this act; and such branches and side tracks shall be and come in the aforesaid, and all other respects, within the meaning and operation of this act, so far as applicable, and the same shall be treated in all respects as a part of the main line.

§ 18. The main line of said railroad shall be divided into three separate sections or grand divisions; the first thereof to begin and to extend from the city of Rockford in the county of Winnebago, to the city of Sterling, in the county of Whiteside; the second from said city of Sterling in the city of Rock Island, or to a point near the city of Rock Island, in Rock Island county; and the third grand division or section to extend from the southern terminus of said second grand division or section to the southern terminus of the main line of said road, opposite the city of St. Louis, aforesaid. And said corporation is hereby further empowered to first build either of said grand divisions or sections, that may seem best and most practicable; and the building of either one of said grand divisions or sections, within the time hereinafter specified shall be deemed a full compliance with the requirements and objects of this act, anything in this act contained to the contrary notwithstanding.

§ 19. Said company shall commence the construction of said railroad within five years, and complete the same as aforesaid, within fifteen years from the passage of this act.

§ 20. This act shall be deemed a public act, and shall take effect from and after its passage.

Approved February 16, 1865.

Private Laws Illinois 1865 Vol. 2, Page 209.

ACT OF LEGISLATURE

Approved March 4, 1869

AN ACT supplemental to an act entitled "An Act to amend an act to incorporate the Rockford, Rock Island and St. Louis Railroad Company," approved Feb. 16, 1865.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That section number two of an act entitled "An Act to amend an act to incorporate the Rockford, Rock Island and St. Louis Railroad Company," be amended so as to be as follows: That the said Rockford, Rock Island and St. Louis Railroad Company be and it is hereby enabled and empowered to hold, in fee simple, by purchase or by lease, in addition to the lands now owned and occupied by said company, for right of way, depot and other purposes, any coal and mineral lands along the line of said road that said company may deem expedient to so hold, for the purpose of mining therein for coal, stone and rock.

§ 2. This act shall be deemed a public act, and be in force from and after its passage.

APPROVED March 4, 1869.

Private Laws Illinois 1869, Vol. 3, Page 346

ACT OF LEGISLATURE

Approved March 11, 1869

AN ACT to legalize the transfer of certain franchises and rights of action to the Rockford, Rock Island and St. Louis Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That all the acts and doings of the directors of the St. Louis, Alton and Rock Island Railroad Company, in selling and transferring the said road to the Rockford, Rock Island and St. Louis Railroad Company, as contained in the deed of sale and transfer, dated the 8th day of October, A. D. 1868, are hereby declared legal and of binding effect upon all the parties interested, either as citizens, corporations or officers of said contracting railroad companies; and all the acts and doings of the county court, supervisors, or city or town authorities, in the counties of Rock Island, Mercer, Warren, Mc'Donough, Schuyler and Cass, in ordering elections to subscribe to the capital stock of the Rock Island and Alton Railroad Company, or the capital stock of the St. Louis, Alton and Rock Island Railroad Company, are hereby declared legal and of binding effect upon the respective county, city or town, and its legal representatives ordering such elections and voting thereon.

§ 2. All subscriptions of stock heretofore voted by either of the counties, cities or towns named in the first section of this act, to the capital stock of the Rock Island and Alton Railroad Company, or to the St. Louis, Alton and Rock Island Railroad Company, which remained unpaid in whole or in part, at the date of the transfer of said St. Louis, Alton and Rock Island Railroad to the Rockford, Rock Island

and St. Louis Railroad Company are hereby declared vested, by virtue of said deed of sale and transfer, in the Rockford, Rock Island and St. Louis Railroad Company, the same as if they had been voted direct to the said Rockford, Rock Island and St. Louis Railroad Company, and the said Rockford, Rock Island and St. Louis Railroad Company are hereby authorized, through their president, to demand and enforce the subscription by the legal representatives of the counties, towns or cities, above named, of all such unpaid amounts to the capital stock of the Rockford, Rock Island and St. Louis Railroad Company: *Provided*, all such corporate subscriptions of stock to the Rockford, Rock Island and St. Louis Railroad Company, authorized by this law, shall be made upon the same terms and conditions, and with the same restrictions as are attached to the subscriptions of private individuals to the said railroad company in the counties where the corporate subscription is made.

§ 3. The said Rockford, Rock Island and St. Louis Railroad Company are hereby authorized, through their presidents, to demand, enforce and receive from the legally constituted authorities of any county, town or city above named, voting stock as aforesaid, when the canvassers of the votes provided by law, after counting the same, have certified that a majority of the votes cast are in favor of or "for subscription," the amount in full or any unpaid balance thereof, as the case may be; which said amount in whole or in part, as the case may be, shall be paid to the Rockford, Rock Island and St. Louis Railroad Company, in the manner and form as provided by the law authorizing the subscription; and all certificates of legally constituted canvassers of the votes of any election held in either of the counties, towns or cities named above, where the proposition submitted to the people was "for subscription" or "against subscription" to the capital stock of the Rock Island and Alton Railroad Company, or to the capital stock of the St. Louis, Alton and Rock Island Railroad Company, are hereby declared legal and of binding effect, and shall be taken and received by the county court of any county or the legal representatives of any city or town, above named, as conclusive evidence of the fact as to the majority either "for subscription" or "against subscription," as the case may be; and in all cases when the canvassers' certificate shows a majority "for subscription," the county court of such county or the legal representatives of such city or town shall provide for the payment of the amount so voted, either in whole or in part, as the case may be, by the issue of bonds as provided in section sixteen (16) of the act incorporating the Rock Island and Alton Railroad Company, approved February 14th, 1855: *Provided*, the expense and cost of engraving, printing and obtaining said bonds shall be paid by the Rockford, Rock Island and St. Louis Railroad Company: *Provided, further*, all corporate subscriptions of stock to the Rockford, Rock Island and St. Louis Railroad, authorized in the provisions of this act, shall become due and payable at the same time and in the same proportions as are

the subscriptions of private individuals in the counties where the corporate subscription is made: *And, provided, further,* the said Rockford, Rock Island and St. Louis Railroad Company shall construct, complete and equip the same within the time stipulated in the deed of sale and transfer heretofore referred to; and in the event of a failure of the Rockford, Rock Island and St. Louis Railroad so to do, the franchises, privileges and rights arising under and by virtue of this act shall be void and of no effect.

§ 4. This act shall be deemed a public act, for the purposes therein expressed, and shall be in force from and after its passage.

APPROVED March 11, 1869.

Private Laws Illinois 1869, Vol. 3, Page 346

ACT OF LEGISLATURE

Approved March 26, 1869

AN ACT to empower county courts and the corporate authorities of cities and incorporated towns to subscribe to the stock of the Rockford, Rock Island and St. Louis Railroad.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the county courts and the corporate authorities of cities and incorporated towns in counties not having township organization, and the corporate authorities of towns and cities in counties that have township organization, be and are hereby authorized and empowered, if the Rockford, Rock Island and Saint Louis Railroad shall run through any part of such county or counties, to subscribe to the stock of said railroad, not to exceed three thousand dollars per mile for the distance said railroad traverses said county, and not exceeding the sum of ten thousand dollars for every thousand inhabitants, when the subscription is made by the corporate authorities of cities or incorporated towns: *Provided,* such subscription may be increased to an amount not exceeding five thousand dollars per mile, by consent of the majority of the legal voters of such county, city or town, signified either by petition or an election for the purpose: *And provided, further,* that no such subscriptions shall be made by the corporate authorities of any county, city, township or town, until the question of making such subscription shall have been submitted to a vote of the legal voters thereof, at a general election or a special election to be called for that purpose; and no such election shall be held until at least thirty days' notice of such election shall be given in the manner now provided by law, such notice to specify the amount of such proposed subscription.

§ 2. The bonds of any municipal corporation, so subscribing stock, may be issued and negotiated in payment of such subscription at par; and such bonds shall be signed by the presiding officer of such corporation, and countersigned by the clerk and attested by the seal of said corporation, if it have one, if not, by the private seal of the president;

and such bonds may bear interest not exceeding ten per cent., payable annually, and to run not exceeding twenty years; and bonds so executed shall be valid and binding on such municipal corporation issuing the same, and may be collected in any court of competent jurisdiction.

§ 3. This act to be a public act, and be in force and effect from and after its passage.

Approved March 26, 1869.

Private Laws Illinois 1869, Vol. 3, Page 365

DEED, October 8, 1868. The St. Louis, Alton and Rock Island Railroad Company To The Rockford, Rock Island and St. Louis Railroad Company.

* * * * * * * * * *

This Indenture Made this Eighth day of October in the year of our Lord One thousand eight hundred and sixty eight between the St. Louis, Alton and Rock Island Rail Road Company, a corporation organized and formed by and under the Laws of the State of Illinois of the first part and the Rockford, Rock Island and Saint Louis Rail Road Company; also organized and formed by and under the laws of the State of Illinois of the second part witnesseth Whereas the party of the first part is authorized by law, and is vested with full power to sell and convey all property whether real, personal or mixed acquired by it or in its name for any purpose or purposes whatever whether obtained by gift, grant, purchase, forfeiture or otherwise to any person or corporation for the purpose of securing the completion of the railroad, as located by the said party of the first part. And Whereas, the said Rockford, Rock Island and St. Louis Railroad Company party of the second part obligates itself and agrees in consideration of this conveyance and upon the further consideration and condition that sufficient local subscriptions are obtained including those already made of a good reliable and responsible character in the several counties through which the railroad line is located to grade or complete the grading to build and complete all culverts and bridges excepting the bridge over the Illinois River to furnish the free right of way and Depot Grounds and to pay for all necessary ties and upon condition that at least ninety per cent. of such subscription or subscription notes are promptly paid as therein provided to commence complete and equip so much of said railroad from Beardstown in a southerly direction on the line already partly graded as four thousand tons of fifty pound rails will lay during the year, 1869, and to complete and equip the whole railroad from St. Louis to Rock Island within six years from the date of these presents. And, Whereas, the stockholders of the party of the first part agree to assign their stock in the St. Louis, Alton and Rock Island Railroad Company to George Greene as President of the said party of the second part and to receive therefor fifty per cent. or one half the amount of stock in the Rockford, Rock Island and St. Louis Rail Road Company, provided that the stock to be issued in exchange

by the said party of the second part shall not exceed four hundred thousand dollars. And, Whereas, the stockholders at their annual meeting and the board of directors of the party of the first part, authorized its President and Secretary to execute these presents for the objects and purposes aforesaid. Now, therefore, this Indenture Witnesseth that the said party of the first part in consideration of the premises and of one dollar the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents doth grant bargain and sell, release, convey and confirm unto the said party of the second part. All and singular its line of Railroad track grading culverts, masonry, right of way, now acquired or which may be hereafter acquired all County or Township bonds subscriptions, all franchises and rights of every description together with all property whether real, personal or mixed, including all road bed right of way, grading, bridging, stone, gravel, timber or other material and all privileges and things whatsoever which the said party of the first part now possesseth or may hereafter acquire in the Counties of Rock Island, Mercer, Warren, McDonough, Schuyler, Cass, Morgan, Scott, Greene, Jersey, Macoupin, Madison and St. Clair in the State of Illinois. Together with all and singular the tenements and appurtenances thereto belonging or in any wise appertaining. To have and to hold the above described rights, franchises and property of every kind unto the said party of second part and to its successors and assigns forever. And the said party of the first part hereby covenants and agrees to and with the party of the second part that it shall and will from time to time as the Iron is being laid on the said railroad, and as often as thereto requested by said party of the second part execute, acknowledge, and deliver all such further deeds, conveyances, assignments, transfers or orders for the better assuring and perfecting in the party of the second party any County, Township or City bonds, subscriptions or donations which have been heretofore made or which may hereafter be made to aid in the grading or construction of any portion of said railroad. In Testimony whereof the parties of the first and second part have caused their Corporate seals to be hereto affixed and the signatures of the Presidents and Secretaries to be hereto subscribed on the day and year first above written.

ST. LOUIS, ALTON AND ROCK ISLAND RAILROAD CO.

[SEAL] *By* JOHN MOSES, *President.*

[$100 U S Int. Rev. Stamp] JOHN BEATTY, *Secretary.*

ROCKFORD, ROCK ISLAND & ST. LOUIS RAILROAD COMPANY

[SEAL] *By* GEO. GREENE, *President.*

B. C. COBLENTZ, *Secretary.*

STATE OF ILLINOIS, } ss
COUNTY OF SCOTT. }

This is to certify that on this Eighth day of October A. D. 1868 before me, Joseph H. Berry, a Notary Public, in and for said County personally, came John Moses to me, personally known to be the President of the St. Louis, Alton and Rock Island Railroad Company, and also

personally came John Beatty to me, personally known to be the Secretary of the said Railroad Company and acknowledged and affirmed that the seal annexed to the foregoing instrument is the seal of the said Company and that it was affixed thereto by authority of its board of Directors and they severally acknowledged that by like authority the executed and signed the foregoing deed of conveyance freely and voluntarily as the act and deed of the said St. Louis, Alton and Rock Island Rail Road Company for the uses and purposes therein mentioned. And I do further certify that the said John Moses and that the said John Beatty are to me personally known to be the identical persons who executed the foregoing instrument respectively as President and Secretary of said Company.

In Witness Whereof I have hereunto set my hand and affixed my Notarial seal on the day and year first above written.

[SEAL] JOSEPH H. BERRY,
Notary Public.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

This is to certify that on this twenty first day of October A. D. 1868 before me, Edward M. Greene a Notary Public in and for said County personally came George Greene to——personally known to be the President of the Rockford, Rock Island and St. Louis Railroad Company and B. C. Coblentz to me personally known to be the Secretary of the said Rail Road Company and acknowledged and affirmed that the seal annexed to the foregoing instrument is the seal of the said Company and that it was affixed thereto by Authority of its Board of Directors and they severally acknowledged that by like authority they executed and signed the foregoing instrument freely and voluntarily as the act and deed of the said Rockford, Rock Island and St. Louis Railroad Company for the uses and purposes therein mentioned and I do further certify that the said George Greene and that the said B. C. Coblentz are to me personally known to be the identical persons who executed the foregoing instrument respectively as President and Secretary of said Company.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal on the day and year first above written.

[SEAL] EDWARD M. GREENE.

STATE OF ILLINOIS, }
MCDONOUGH COUNTY } ss.

I, C. S. Churchill, Clerk of the Circuit Court and Ex Officio Recorder within and for the County and State aforesaid do hereby certify the foregoing to be a true, perfect and complete copy of a Deed filed in the office of the Circuit Clerk and Recorder of said County and State aforesaid on the 2nd day of July, A. D. 1869 and duly recorded in Book Number 29 of Deeds on pages 161-162- and 163.

Witness C. S. Churchill Clerk of said Court and the seal thereof at Macomb, Illinois, this 26th day of March, A. D. 1896.

[SEAL] C. S. CHURCHILL, *Clerk.*

THE ORION AND MINERSVILLE RAILROAD COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated December 20, 1872, and filed with the Secretary of State, December 21, 1872.

By Article II of its said Articles, the company defined its road as follows, to wit:

"The railroad of this corporation shall be constructed from a junction with the Rockford, Rock Island & St. Louis Railroad, at the village of Minersville, in the township of Colona, in the county of Henry, and State of Illinois, to a point of junction with the said Rockford, Rock Island & St. Louis Railroad Company, in the town of Orion, in said county and State."

It was organized in the interest of The Rockford, Rock Island and St. Louis Railroad Company. The date of its organization is not given because the record books are not available. It built between two points on The Rockford, Rock Island and St. Louis Railroad from Orion northerly to near Minersville, seven and six-tenths miles.

The road was completed and opened about July 1, 1873, and was leased December 28, 1872, to The Rockford, Rock Island and St. Louis Railroad Company which company furnished the means to complete it.

In the same proceeding wherein the trust deed given by The Rockford, Rock Island and St. Louis Railroad Company to the Union Trust Company was foreclosed, The Orion and Minersville Railroad Company was made a co-defendant and by the decree in the Circuit Court of the United States for the Northern District of Illinois, it was ordered that from any income from the operation of The Rockford, Rock Island and St. Louis Railroad the Receiver was to pay to the creditors of the Orion and Minersville Railroad Company a specified amount, whereupon this road was to become the absolute property of The Rockford, Rock Island and St. Louis Railroad Company and of the purchaser thereof at the sale of the Master.

The Receiver paid the money as directed in the decree, and of date December 19, 1875, The Orion and Minersville Railroad Company acknowledged the receipt of all moneys due and transferred and conveyed to Heyman Osterberg, as Trustee, its entire line of road and all other property.

By deed dated May 18, 1876, Heyman Osterberg, as Trustee, conveyed to the St. Louis, Rock Island and Chicago Railroad Company all of the property of The Orion and Minersville Railroad Company.

ARTICLES OF INCORPORATION, December 20, 1872. The Orion and Minersville Railroad Company.

Certificate Number 4479.

STATE OF ILLINOIS,
OFFICE OF
THE SECRETARY OF STATE.

To all to whom these Presents Shall Come, Greeting:

I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of Articles of Incorporation of The Orion and Minersville Railroad Company, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield, this 7th day of February, A. D. 1917.

[SEAL] LOUIS L. EMMERSON,
Secretary of State.

ARTICLES OF INCORPORATION OF THE ORION AND MINERSVILLE RAILROAD COMPANY.

ARTICLE 1.

This corporation shall be called and named "The Orion and Minersville Railroad Company."

ARTICLE 2.

The railroad of this corporation shall be constructed from a junction with the Rockford, Rock Island and St. Louis Railroad Company, at the Village of Minersville in the Township of Colona, in the County of Henry and State of Illinois, to a point of junction with said Rockford, Rock Island and St. Louis Railroad Company, in the Town of Orion in said County and State.

ARTICLE 3.

The principal business office of said corporation shall be established and maintained at the City of Rock Island in the County of Rock Island and State of Illinois.

ARTICLE 4.

This corporation shall commence its existence on the twentieth (20th) day of December, A. D. 1872, and continue in existence for the period of fifty years, and the period of its existence may be extended from time to time in the manner provided by law.

ARTICLE 5.

The amount of the capital stock of this corporation shall be Sixty Thousand Dollars.

ARTICLE 6.

The names and residences of the several persons forming this association for incorporation are as follows:

PHILANDER L. CABLE, Rock Island, Illinois.
PHILEMON L. MITCHELL, Rock Island, Illinois.
HENRY CURTIS, JR., Rock Island, Illinois.
HOMER J. LOWREY, Rock Island, Illinois.
ALFRED W. PERRY, Geneseo, Illinois.

ARTICLE 7.

The names of the members of the first Board of Directors of this corporation are as follows:

PHILANDER L. CABLE.
PHILEMON L. MITCHELL.
HENRY CURTIS, JR.
HOMER J. LOWREY.
ALFRED W. PERRY.

ARTICLE 8.

The government of the said corporation and the management of its affairs shall be vested in a Board of Directors composed of five (5) persons; a President and Vice President, who shall both be members of said Board of Directors; a Treasurer and a Secretary; and such agents as said Board of Directors shall appoint.

ARTICLE 9.

The shares of the capital stock of said corporation shall be of the amount of One Hundred Dollars each, and shall number in all Six Hundred.

We, the undersigned, as corporators, do execute the foregoing Articles of Incorporation at Rock Island, Rock Island County, Illinois, this Twentieth day of December, A. D. 1872.

P. S. CABLE.
P. L. MITCHELL.
HENRY CURTIS, JR.
H. J. LOWREY.
ALFRED W. PERRY.

STATE OF ILLINOIS, }
ROCK ISLAND COUNTY. } SS.

I, Charles M. Osborn, a Notary Public in and for the City of Rock Island, in said County, do hereby certify that Philander L. Cable, Philemon L. Mitchell, Henry Curtis, Jr., H. J. Lowrey and Alfred W. Perry, whose names, as corporators of the Orion and Minersville Railroad Company, are subscribed to the foregoing Articles of Incorporation of said Railroad Company, as having as such corporators aforesaid, executed the same, appeared before me this day in person and acknowledged that as such corporators of said railroad company they executed the said Articles of Incorporation as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and Notarial Seal at Rock Island Illinois this Twentieth day of December A. D. 1872.

[SEAL] CHAS. M. OSBORN,
Notary Public.

Filed Dec. 21, 1872, EDWARD RUMMEL, *Secretary of State.*

TRUST MORTGAGE, June 15, 1868, The Rockford, Rock Island and St. Louis Railroad Company to Union Trust Company of New York.

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This Indenture, made on this fifteenth day of June, in the year of our Lord one thousand eight hundred and sixty-eight, between the Rockford, Rock Island and St. Louis Rail-Road Company, a corporation organized and formed by and under the laws of the State of Illinois, of the first part, and the Union Trust Company of New-York, a corporation duly organized by and under the laws of the State of New-York, of the second part, Witnesseth:

Whereas, The party of the first part is authorized by law to borrow any sum or sums of money which may be necessary for the construction, equipment and maintaining of its rail-road, and to mortgage its corporate property and franchises, or convey the same by deed of trust to secure the payment of any debt contracted by the said party of the first part:

And Whereas, The said party of the first part has, by a resolution of its Board of Directors, duly authorized its President, Treasurer and Secretary to execute, in its corporate name, and to issue bonds to be designated as first mortgage bonds, to be secured by a mortgage or deed of trust on the first and second grand divisions, and a portion of the third grand division of its rail-road, in such form and for such amount as the said President and Treasurer may deem most desirable for the best interests of the said Company of the first part, to aid in securing the necessary means to build the said divisions of rail-road, and also to enable the said Company to secure title to certain coal lands along the line of said divisions of road, and to properly develop and work the same:

And Whereas, The said resolution authorized the said President and Treasurer to designate the Trustee or Trustees, and to incorporate in

such deed of trust such terms, conditions and rate of interest, not exceeding ten per cent. per annum, as they may think best:

And Whereas, The said President and Treasurer have determined to make the issue of bonds, to be secured by a deed of trust, for the sum of five millions of dollars, on said divisions of rail-road, and to make said bonds payable at the agency of the said Rail-Road Company, in the City of New-York, fifty years from the first day of August, in the year one thousand eight hundred and sixty-eight, bearing interest at the rate of seven per centum per annum, payable semi-annually, at the agency aforesaid, and also to make both the principal and interest of said bonds payable in United States gold coin, at par, in the City of New-York, free from any government tax, or in British sterling money, in the City of London, at the option of the holder; and to have said bonds duly prepared and deposited with the said party of the second part, to be delivered over to the Treasurer of said Rail-Road Company, on the order of its President, to be used exclusively in the construction and equipment of said rail-road, and to the purchase and working of coal lands contiguous or convenient thereto, with the necessary coal-road branches, which said bonds are all for one thousand dollars, and are in the form following, to wit:

$1,000, UNITED STATES OF AMERICA £200.

STATE OF ILLINOIS.

The Rockford, Rock Island and St. Louis Rail-Road Company First Mortgage Bond, convertible and payable in Gold.

Know all Men by these Presents, That the Rockford, Rock Island and St. Louis Rail-Road Company hereby acknowledges itself to owe the Union Trust Company of New-York, or bearer, the sum of one thousand dollars, in United States gold coin, at par, to be paid at the agency of the Company, in the City of New-York, or the sum of two hundred pounds sterling, to be paid at an agency of the said Rail-Road Company, in the City of London, England, at the option of the holder hereof, on the first day of August, one thousand nine hundred and eighteen, with interest on the said principal from the first day of August, 1868, at the rate of seven per centum per annum, in gold coin, as aforesaid, free from any government tax, at such agency in the City of New-York, or in the City of London, on the first days of February and August in each year, until the said principal shall be fully paid, on the presentation of the annexed coupons as they respectively become due. This bond is one of a series of five thousand, numbered from one to five thousand, inclusively, and each for one thousand dollars, or two hundred pounds sterling, as the holder may elect, amounting in the aggregate to five millions of dollars, or to one million pounds sterling, and all of even date herewith, secured by a deed of trust to the Union Trust Company of New-York, bearing the same date as this bond, and conveying to the said trustee all the rail-road of this Company, situated and located between the towns of

Rockford and Rock Island, comprising all the first and second grand divisions and also all that portion of the third grand division, situated and located between the second grand division and a point on the Mississippi River, opposite to the City of Burlington, in the State of Iowa, and all coal lands, mines and branch rail-roads leading to such mines, and all the other property, rights and franchises described in the said deed of trust.

It is hereby expressly agreed by the said Rail-Road Company, with each and every holder of this bond, that in case of the non-payment of any interest coupon hereto attached, if such default shall continue for six months after maturity and demand of payment, or in case of the non-payment of any installment required to be paid into the sinking fund, provided for by the said deed of trust, if such default shall continue for six months after such installment shall have become payable, then and in either case the principal of this bond shall become due in the manner provided in the deed of trust; and the said Company hereby expressly waives the benefit of every extension, stay or appraisement law which has been or may hereinafter be enacted.

Any holder of this bond may at any time have the same converted into the capital stock of the said Company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond, with all the unpaid coupons thereto annexed.

This bond shall pass by delivery or by transfer on the books of the Company, in the City of New-York, after a registration of ownership certified hereon by the Transfer Agent. No transfer, except upon the books of the Company, shall be valid, unless the last transfer be to bearer, which shall restore transferability by delivery, and it shall continue subject to successive registration and transfers to bearer as aforesaid, at the option of the holder.

This bond shall not become obligatory unless the certificate endorsed hereon is signed by the authorized officer of the said Union Trust Company.

In witness whereof, the said party of the first part has caused its corporate seal to be hereto affixed, and these presents be signed by its President and Treasurer, and countersigned by its Secretary, on this .... day of .... A. D. 1868.

.....*President.*

.....*Treasurer.*

Countersigned

.....Secretary.

TRUSTEE'S CERTIFICATE.

The Union Trust Company of New-York hereby certifies, that this is one of a series of five thousand bonds, referred to in the within mentioned deed of trust.

Union Trust Company of New-York,
by ..... Pres't.

Trustee.

To each of which bonds there is attached one hundred interest coupons, numbered, respectively, from one to one hundred, inclusively, in the following form:

$35. THE ROCKFORD, ROCK ISLAND AND ST. LOUIS RAIL-ROAD COMPANY £7.

will pay the bearer, at his option, thirty-five dollars in coin, at its agency in the City of New-York, or seven pounds sterling, at its agency in London, on February 1st, 1869, interest on bond No.

....., *Secretary.*

And to each of said bonds there is to be affixed a United States Internal Revenue Stamp, to the value of one dollar and ten cents.

And whereas, The said Board of Directors passed a resolution in due form, authorizing the President, Treasurer and Secretary of the said Rail-Road Company to execute in its corporate name, and to affix thereto its corporate seal, a deed of trust, to the said Union Trust Company of New-York, to secure the payment of the principal and interest on the said bonds.

Now, therefore, this Indenture Witnesseth, that the said party of the first part, in consideration of the premises, and of one dollar, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the said bonds, as the same shall become due and payable, according to the tenor thereof, and of the coupons thereto annexed, has granted, bargained and sold, and by these presents doth grant, bargain, sell, release, convey and confirm unto the said party of the second part, and to its successor as continuing trustee, all that portion of the line of said rail-road described in the eighteenth section of the act incorporating the Rockford, Rock Island and St. Louis Rail-Road Company, approved February 16, 1865, as first and second grand divisions, and also so much of the third grand division as extends from the second division to a point on or near the Mississippi River, opposite the City of Burlington, in the State of Iowa, commencing at Rockford and extending thence in a southwesterly direction to Rock Island, and also extending from said second division at a point near Cleveland, in a southerly direction, to the point on the Mississippi River opposite to said City of Burlington, and including all branches and tracks to the coal lands owned or leased by the said party of the first part, and also including all the rail-road, rights of way, depot grounds, coal lands or other lands, all depots, station houses, engine houses, car houses, freight houses, grain houses, grain elevators, wood houses, coal houses, or other buildings, and all car shops and machine shops; also, all kinds of machinery and tools now held or hereafter to be acquired for use in connection with the said rail-road, or its coal lands and coal mines, including all locomotives, tenders, cars or other rolling stock and equipment, and all implements, fuel and materials for the construction, operating, repairing or replacing the said rail-road or any of its branches, or in operating and working any of its coal mines or any of its equipments in the counties of

Winnebago, Ogle, Lee, Whiteside, Henry, Rock Island, Mercer and Warren, through which said rail-road is located, in the State of Illinois; and also all franchises connected with or relating to the said rail-road, and which are now held or may hereafter be acquired by the said party of the first part; and also all rights, claims and benefits in and to all leases, contracts and agreements now made, or which may hereafter be made with any parties owning any coal lands or mineral lands, or with any other parties for any other property.

Together with all and singular the tenements and appurtenances thereuntc belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estates, rights, titles and interests whatsoever, as well at law as in equity, of the said party of the first part, of, in and to the same. To have and to hold the above described premises and property unto the said party of the second part, and to its successors as continuing trustees:—*In trust nevertheless,* for the purposes herein expressed, and upon the following conditions, covenants and agreements, to wit:

ARTICLE I.—Until default be made in the payment of the principal of the said bonds, or some of them, or until default shall be made in respect to something herein required to be done by the party of the first part, the said party of the first part shall possess, manage, operate and enjoy the said rail-road, coal lands and coal mines, with their equipments, and all the other property and franchises hereinbefore described, and to take and use the earnings, incomes, profits, rents, tolls and issues thereof, and dispose of the same in any manner not inconsistent with this instrument.

ARTICLE II.—In case default shall be made in the payment of any of the interest coupons annexed to any as the foregoing bonds, according to the tenor thereof, or in any payment required to be made in the sinking fund, as herein provided, and if such default shall continue for a period of six months, it shall be lawful for the party of the second part, by its duly authorized officer, agent or attorney, to enter into and upon all and singular the premises hereby conveyed, and each and every part thereof, and to have, hold and use the same, under such superintendent, manager, receiver or agents as the party of the second part may select to conduct the business of said rail-road and coal mines, and to exercise the franchises pertaining thereto, and to make, from time to time, all repairs, replacements, additions and improvements thereto as may seem judicious, and to collect all earnings, dues, freights, incomes, rents, tolls, issues and profits of the same, and of every part thereof; and after deducting the expenses of operating the said railroad and coal mines, and of conducting the business thereof, and of all the said repairs, replacements, additions and improvements, and of all taxes, assessments or liens upon the said premises, or any part thereof, to apply the money arising as aforesaid to the payment of interest coupons in the order in which they shall have become due, and thereafter to the payment of any installment or balance due and payable to the sinking fund herein established; and after paying all such past due coupons, and all install-

ments or balances due to the sinking fund, to apply the same to the satisfaction of the principal of the aforesaid bonds which may be at that time unpaid, ratably and without discrimination of preference.

ARTICLE III.—In case default shall be made as aforesaid, and shall continue as aforesaid, it shall likewise be lawful for the party of the second part, after entry as aforesaid, or without entry, to sell and dispose of the premises hereby conveyed, at Public Auction, in the City of New York, or at such place as the said party of the second part may designate, having first given notice of the place and the time of such sale by advertisement, published not less than once a week for six months in one or more newspapers published in the City of New York and in Sterling, Illinois, and to adjourn the said sale from time to time by announcement at the time and place advertised, without other notice, and to make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in fee simple; which sale, made as aforesaid, shall be a perpetual lien, both in law and in equity, against the party of the first part and all other persons lawfully claiming the same, or any part thereof, through or from the said party; and after deducting from the proceeds of such sales just allowance for all expenses thereof, including reasonable attorney's fees, and any other necessary expenses incurred by the said trustee in managing the business of said railroad while in possession, and in arranging the sale thereof, to apply the proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but ratably, to the aggregate amount of such unpaid principal and such accrued and unpaid interest, in the United States gold coin, at par; and if, after satisfaction thereof as aforesaid, a surplus of the said proceeds shall remain, to pay the same over to the party of the first part.

ARTICLE IV.—At any sale of the aforesid property, or any part thereof, whether made under the power herein granted or by judicial authority, the party of the second part may bid for and purchase the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument and then outstanding, in proportion to the respective interests of such bondholders.

ARTICLE V.—In case default shall be made in the payment of any half year's interest on any of the aforesaid bonds, according to the tenor of the coupons annexed thereto, and if such default shall continue for the period of six months after such coupons shall have become due and payment thereof shall have been demanded, then the principal of all the bonds secured hereby, if a majority in interest of all the holders of the said bonds direct in writing, before the interest so in arrears has been paid, shall be declared by the said party of the second part to be immediately due and payable, and thereupon the same shall become due and payable, anything contained in the said bond or herein, to the contrary notwithstanding.

ARTICLE VI.—At the end of every six months, the first such period commencing on the first day of August, 1875, the sum of six thousand dollars shall be reserved by the said party of the first part, and within sixty days thereafter be paid over to the trustee as a sinking fund for the redemption of the bonds secured by these presents. The trustee shall at once deposit the said surplus so paid over to him, in the United States Trust Company of the City of New York, or in some other depository in the said city, deemed by him to be safe; and the said moneys, together with all accumulations of interest thereon, which may actually come within the disposal of the said trustee, shall be invested by the said trustee in the purchase of the bonds secured by these presents, provided the same can be obtained at a rate not exceeding ten per cent. above the par of the said bonds, with the interest accrued thereon; and the bonds so purchased shall be deposited with the said Trust Company or other depository deemed by the trustee to be safe as aforesaid, and be immediately registered, stamped or endorsed as belonging to the said sinking fund, but shall remain in force, and the interest thereon shall continue to be paid by the said party of the first part, and the amount of such interest shall be added and applied as a part of the capital sinking fund hereby established, and be invested in the purchase of other bonds in the same manner as the semi-annual payments of six thousand dollars hereinabove provided for:

And preparatory to such purchase of bonds, the said trustee shall give ten days' notice thereof, in one or more of the daily newspapers published in the City of New-York, and shall make the said purchase at the lowest price or prices at which the bonds may be offered, pursuant to such notice, or at such lower price as he may be able to obtain the same, but not in any case exceeding the rate of ten per cent. above the par and interest of the said bonds; and in case the said bonds cannot be purchased at such rate within three months after the expiration of the notice aforesaid, then the said money shall be invested in such manner as the trustee may deem proper: *Provided, nevertheless,* that it shall be at all times competent for the party of the first part, and the holders of the bonds secured hereby, acting by a majority in interest, to enter into any new agreement which they may deem necessary or proper for the modification of the sinking fund hereby established, or the regulation of investments under the same.

ARTICLE VII.—The said party of the first part shall from time to time, and as often as thereunto requested by the trustee, execute, acknowledge, and deliver all such further deeds and conveyances in the law, for the better assuring unto the trustee, the rail-road, coal lands and equipments, rights and equities hereinbefore mentioned, or intended so to be, and all other property and things whatsoever which may be hereafter required for use, in connection with the same, or any part thereof, in said counties, and all franchises now held or hereafter to be acquired, including the franchise to be a corporation.

ARTICLE VIII.—The trustee shall have full power, in its discretion, upon the written request of the party of the first part, to convey, by way of

release or otherwise, to the persons designated by the said Company, any lands acquired or held for the purposes of stations, depots, shops or other buildings; and shall also have power to convey as aforesaid, on like request, any lands or property which, in the judgment of the trustee, shall not be necessary for use in connection with the said rail-road, or which may have been held for a supply of fuel, gravel or other material, and also, to convey as aforesaid, on like request, any lands not occupied by the track, which may become disused by reason of a change of the location of any station house, depot, shop or other building connected with the said rail-road, and such lands occupied by the track and adjacent to such station-house, depot, shop or other buildings as the said Company may deem it expedient to disuse or abandon by reason of such change, and to consent to any such change, and to such other changes in the location of the track, or depot, or other buildings, as in their judgment shall have become expedient; and to make and deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use, in substitution for any so released, shall be conveyed to the trustee, upon the trusts of these presents; and the trustee shall also have full power to allow the said Company from time to time to dispose of, according to their discretion, such portions of the equipments, machinery and implements at any time held or acquired for the use of the said rail-road, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the trustee, or be otherwise made subject to the operations of these presents.

ARTICLE IX.—The said party of the first part shall at all times hereafter keep at its office or agency in the City of New-York, transfer books for the transfer of the bonds aforesaid, and of the stock of the said Company.

ARTICLE X.—It is hereby declared and agreed, that it shall be the duty of the trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to take appropriate proceedings in equity or at law to enforce the rights of the bondholders under these presents, in writing, as hereinafter specified.

1. If the default be as to interest or principal of any bonds, such requisition upon the said trustee shall be by holders of not less than two million dollars in the aggregate amount of the said bonds; and upon such requisition, and a proper indemnification by the persons making the same to the trustee, against the costs and expenses to be by them incurred, it shall be the duty of the trustee to enforce the rights of the bondholders under these presents, by entry, sale or legal proceedings, as they, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of the said bonds.

2. If the default be in respect to any payment into the sinking fund herein established by article sixth of these presents, or be in the omission of any act or thing required by article seventh of these presents for the further assuring of the title of the trustee to any property or franchise now possessed or hereafter acquired, or with any other provision herein contained, to be performed or kept by the said Company,

then, and in either of such cases, the requisition shall be as aforesaid; but it shall be within the discretion of the trustee to enforce or waive the rights of the bondholders by reason of such default, subject to the power hereby declared of a majority in interest of the holders of said bonds, by requisition, in writing, or by a vote at a meeting duly held, to instruct the said trustee to waive such default, or upon adequate indemnity as aforesaid to enforce their rights by reason thereof: Provided, that no action of the said trustee, or bondholders, or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights re-resulting therefrom.

ARTICLE XI.—It is mutually agreed by and between the parties hereto, that the word trustee, as used in these presents, shall be construed to mean the trustee for the time being and whenever any vacancy may be created a majority of the bondholders interested shall have the right to appoint a successor or continuing trustee, and the acceptance of such appointment, in writing, shall immediately and by force of such written appointment and acceptance, vest in said new trustee, as fully and completely in all respects as if he had been herein named as the party of the second part.

ARTICLE XII.—The party of the first part, in consideration of the premises and of one dollar duly paid, further covenants and agrees to and with the party of the second part, to keep open an office or agency in the City of New-York for the payment of the principal and interest of the bonds hereby secured as the same shall become payable, and for the transfer and voting registration of such bonds.

ARTICLE XIII.—The party of the first part further covenants and agrees, that the proceeds of the said bonds shall at all times be faithfully applied to the uses and purposes herein specified, and to no other use or purpose whatsoever.

ARTICLE XIV.—And the said party of the first part, in consideration of the premises, hereby covenants and agrees, to and with the party of the second part, that it, the said party of the first part, shall and will, at all times hereafter, observe perform and keep all and every the conditions, covenants and provisions herein contained, to be by the said party of the first part performed and kept.

ARTICLE XV.—If the party of the first part shall well and truly pay the sums of money herein required to be paid by the said party, and all interest thereon, at the times and in the manner herein specified, and shall well and truly keep and perform all the things herein required to be kept and performed by the said party, according to the true intent and meaning of these presents, then and in that case, the estate, right, title and interest of the said parties of the second part, and of their successors in the trust hereby created, shall cease, determine and become void; otherwise the same shall be and remain in full force and virtue.

In testimony whereof, the party of the first part has caused its corporate seal to be hereto affixed, and these presents to be attested by the signatures of its President, Treasurer and Secretary; and the party of the second part has caused its corporate seal to be hereto affixed,

and the same to be attested by its President, to testify to its acceptance of the said trust, on the day and year first above written.

Rockford, Rock Island and St. Louis Rail-Road Company,
By GEO. GREENE, *President.*
[SEAL] H. H. BOODY, *Treasurer.*
B. C. COBLENTZ, *Secretary.*

Union Trust Company of New York,
[SEAL] *By* J. H. FROTHINGHAM, *President.*

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered, that on this fifteenth day of June, A. D. 1868, before me, Charles Nettleton, a Notary Public, in and for the State of New-York, duly appointed and commissioned under and by virtue of the laws of said State of New-York, duly sworn, and dwelling in said City of New-York, personally appeared George Greene, the President of the "Rockford, Rock Island and St. Louis Rail-Road Company," H. H. Boody, the Treasurer of the same Company, and B. C. Coblentz, the Secretary of the same Company, to me personally known to be such, and they being by me duly sworn, did depose and say that he, said George Greene, resided at Cedar Rapids, in the State of Iowa; and he, said H. H. Boody, resided in Brooklyn, in the State of New York; and that he, said B. C. Coblentz, resided in Sterling, in the State of Illinois; that he, said George Greene, was the President, and he, said H. H. Boody, was the Treasurer, and he said B. C. Coblentz, was the Secretary of the said Rockford, Rock Island and St. Louis Rail-Road Company; that they know the corporate seal of the said Company; that the seal affixed to the foregoing instrument, purporting to be the seal of said Company, was such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they severally signed their names thereto by the like order as President, Treasurer and Secretary of said Company; and the said George Greene, H. H. Boody and B. C. Coblentz also severally acknowledged to me that they had executed the said instrument freely and voluntarily, and as the act and deed of the said The Rockford, Rock Island and St. Louis Rail-Road Company, and for the uses and purposes therein mentioned. And on the same day, also personally appeared before me, J. H. Frothingham, the President of the Union Trust Company of New York, to me personally known to be such, and he being by me duly sworn, did depose and say, that he resided in Brooklyn, in the State of New York; that he was the President of the said Union Trust Company of New York; that he knows the corporate seal of the said Company; that the seal affixed to the foregoing instrument, purporting to be the seal of the said Company last above named, was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by the like order, as the President of said Company; and the said J. H. Frothingham also acknowledged to me that he had executed the said instrument freely

and voluntarily, and as the act and deed of the said The Union Trust Company, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, this 15th day of June, A. D. 1868.

[SEAL] CHARLES NETTLETON,
Notary Public in and for the City and County of New-York, State of New-York.

TRUST MORTGAGE, October 23, 1868, The Rockford, Rock Island and St. Louis Railroad Company to Union Trust Company of New York.

* * * * * * * * * *

This Indenture, made on this 23d day of October in the year of our Lord one thousand eight hundred and sixty-eight, between the Rockford, Rock Island and St. Louis Rail-Road Company, a corporation organized and formed by and under the laws of the State of Illinois, of the first part, and the Union Trust Company of New-York, a corporation duly organized by and under the laws of the State of New-York, of the second part, witnesseth:

Whereas, The party of the first part is authorized by law to borrow any sum or sums of money which may be necessary for the construction, equipment and maintaining of its rail-road, and to mortgage its corporate property and franchises, or convey the same by deed of trust to secure the payment of any debt contracted by the said party of the first part:

And whereas, The said party of the first part, by a resolution of its Board of Directors, adopted June 15, 1868, duly authorized its President, Treasurer and Secretary to execute, in its corporate name, and to issue bonds to be designated as first mortgage bonds, to be secured by a mortgage or deed of trust on the first and second grand divisions and a portion of the third grand division of its rail-road, in such form and for such amount as the said President and Treasurer may deem most desirable, for the best interest of the said Company of the first part, to aid in securing the necessary means to build the said divisions of rail-road, and also to enable the said Company to secure title to certain coal lands along the line of said divisions of road, and to properly develop and work the same:

And whereas, The said resolution authorized the said President and Treasurer to designate the Trustee or Trustees, and to incorporate in such deed of trust such terms, conditions and rate of interest, not exceeding ten per cent. per annum, as they may think best:

And whereas, The said President and Treasurer have determined to make the issue of bonds, to be secured by a deed of trust, for the sum of five millions of dollars, on said divisions of rail-road, and to make said bonds payable at the Agency of the said Rail-Road Company, in the City of New-York, fifty years from the first day of August, in the year one thousand eight hundred and sixty-eight, bearing interest at the rate of seven per centum per annum, payable semi-annually, at the agency aforesaid, and also to make both the principal and interest of

said bonds payable in United States gold coin, at par, in the City of New-York, free from any government tax, or in British sterling money, in the City of London, at the option of the holder; and to have said bonds duly prepared and deposited with the said party of the second part, to be delivered over to the Treasurer of said rail-road Company, on the order of its President, to be used exclusively in the construction and equipment of said rail-road, and to the purchase and working of coal lands contiguous or convenient thereto, with the necessary coal-road branches, which said bonds are all for one thousand dollars, and are in the form following, to wit:

$1,000. UNITED STATES OF AMERICA. £200.

STATE OF ILLINOIS.

The Rockford, Rock Island and St. Louis Rail-Road Company First Mortgage Bond, convertible and payable in gold.

Know all Men by these Presents, That the Rockford, Rock Island and St. Louis Rail-Road Company hereby acknowledges itself to owe the Union Trust Company of New York, or bearer, the sum of one thousand dollars, in United States gold coin, at par, to be paid at the agency of the Company, in the City of New-York, or the sum of two hundred pounds sterling, to be paid at an agency of the said rail-road Company in the City of London, England, at the option of the holder hereof, on the first day of August, one thousand nine hundred and eighteen, with interest on the paid principal from the first day of August, 1868, at the rate of seven per centum per annum, in gold coin as aforesaid, free from any government tax, at such agency in the City of New York, or in the City of London, on the first days of February and August in each year, until the said principal shall be fully paid, on the presentation of the annexed coupons as they respectively become due. This bond is one of a series of five thousand, numbered from one to five thousand, inclusively, and each for one thousand dollars, or two hundred pounds sterling, as the holder may elect, amounting in the aggregate to five millions of dollars, or to one million pounds sterling, and all of even date herewith, secured by a deed of trust to the Union Trust Company of New-York, bearing the same date as this bond, and conveying to the said Trustee all the rail-road of this Company, situated and located between the towns of Rockford and Rock Island, comprising all of the first and second grand divisions, and also all that portion of the third grand division, situated and located between the second grand division and a point on the Mississippi River, opposite to the City of Burlington, in the State of Iowa, and all coal lands, mines and branch rail-roads leading to such mines, and all the other property, rights and franchises described in the said deed of trust.

It is hereby expressly agreed by the said rail-road Company, with each and every holder of this bond, that in case of the non-payment of any interest-coupon hereto attached, if such default shall continue for six months after maturity and demand of payment, or in case of the non-payment of any instalment required to be paid into the sinking fund,

provided for by the said deed of trust, if such default shall continue for six months after such instalment shall have become payable, then and in either case the principal of this bond shall become due in the manner provided in the deed of trust; and the said Company hereby expressly waives the benefit of every extension, stay or appraisement law which has been or may hereafter be enacted.

Any holder of this bond may at any time have the same converted into capital stock of the said Company, and be entitled to receive therefor ten shares of said capital stock on the surrender of this bond, with all the unpaid coupons thereto annexed.

This bond shall pass by delivery or by transfer on the books of the Company, in the City of New-York, after a registration of ownership certified hereon by the Transfer Agent. No transfer, except upon the books of the Company, shall be valid, unless the last transfer be to bearer, which shall restore transferability by delivery, and it shall continue subject to successive registrations and transfers to bearer as aforesaid, at the option of the holder.

This bond shall not become obligatory unless the certificate endorsed hereon is signed by the authorized officer of the said Union Trust Company.

In witness whereof, the said party of the first part has caused its corporate seal to be hereto affixed, and these presents to be signed by its President and Treasurer, and countersigned by its Secretary, on this ....day of .....A. D. 1868.

.....*President.*

.....*Treasurer.*

Countersigned,

..... *Secretary.*

TRUSTEE'S CERTIFICATE

The Union Trust Company of New-York hereby certifies, that this is one of a series of five thousand bonds referred to in the within mentioned deed of trust.

Union Trust Company of New York,

By.....*Trustee.*

To each of which bonds there is attached one hundred interest coupons, numbered, respectively, from one to one hundred, inclusively, in the following form:

$35. THE ROCKFORD, ROCK ISLAND AND ST. LOUIS RAIL-ROAD COMPANY £7. will pay the bearer, at his option, thirty-five dollars in coin, at its agency in the City of New-York, or seven pounds sterling, at its agency in London, on February 1st, 1869, interest on bond No.

B. C. COBLENTZ, *Secretary*

And whereas, at a meeting of the Board of Directors of the said rail-road Company, commenced on the 19th day of October, A. D. 1868, a resolution was unanimously adopted, in the words following, to wit:

Resolved, That the President, Treasurer and Secretary be, and they are hereby authorized, empowered and directed to execute, in due form, four

thousand additional bonds of one thousand dollars each, of like form, tenor and effect as the first series of five thousand bonds, to aid in securing the construction and equipment of the third grand division of this Company's rail-road, from a point at or near East Burlington, not further east than Monmouth, in a southerly direction, to a point opposite the City of St. Louis; and to execute a mortgage or deed of trust to the Union Trust Company of New York on all of this Company's road-bed and property from Rockford to St. Louis, to secure all of the bonds issued by this Company, including the first series numbered from one to five thousand, together with the four thousand, bonds hereby authorized to be numbered from five thousand and one to nine thousand, inclusively, and to affix thereto the corporate seal of this Company.

And whereas, The second series of bonds authorized by said resolution are in the foregoing form, excepting they are described as "one of a series of four thousand, numbered from five thousand "and one to nine thousand, inclusively," and describing the rail-road of this Company as extending from Rockford to a point opposite the City of St. Louis, comprising all of the first, second and third grand divisions, and branches of said rail-road in the State of Illinois.

And to each of said bonds there is to be affixed a United States Internal Revenue Stamp, to the value of one dollar and ten cents.

Now, therefore, this Indenture witnesseth, that the said party of the first part, in consideration of the premises, and of one dollar, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the said bonds, as the same shall become due and payable, according to the tenor thereof, and of the coupons thereto annexed, has granted, bargained and sold, and by these presents doth grant, bargain and sell, release, convey and confirm unto the said party of the second part, and to its successor as continuing trustee, all that portion of the line of said rail-road described in the eighteenth section of the act incorporating the Rockford, Rock Island and St. Louis Rail-Road Company, approved February 16, 1865, as first, second and third grand divisions, commencing at Rockford and extending thence, in a southerly direction, to the point on the Mississippi River opposite to said City of St. Louis, and including all branches and tracks to the coal lands owned or leased by the said party of the first part, and also including all the rail-road rights of way, depot grounds, coal lands or other lands, all depots, station houses, engine houses, car houses, freight houses, grain houses, grain elevators, wood houses, coal houses, or other buildings, and all car shops and machine shops, also all kinds of machinery and tools now held or hereafter to be acquired for use in connection with the said rail-road, or its coal lands and coal mines, including all locomotives, tenders, cars or other rolling stock and equipment, and all implements, fuel and materials for the construction, operating, repairing or replacing the said rail-road, or any of its branches, or in operating and working any of its coal mines or any of its equipments in the counties of Winnebago, Ogle, Lee, Whiteside, Henry, Rock Island, Mercer, Warren, Henderson, Macdonough, Schuyler, Cass, Morgan, Scott, Greene, Macoupin, Madison and St. Clair, through which said

rail-road is located, in the State of Illinois; and also all franchises connected with or relating to the said rail-road, and which are now held or may hereafter be acquired by the said party of the first part; and also all rights, claims and benefits in and to all leases, contracts and agreements now made or which may hereafter be made with any parties owning any coal lands or mineral lands, or with any other parties for any other property.

Together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estates, rights, titles and interests whatsoever, as well at law as in equity, of the said party of the first part, of, in and to the same. To have and to hold the above described premises and property unto the said party of the second part, and to its successor as continuing trustee: *In trust, nevertheless,* for the purposes herein expressed, and upon the following conditions, covenants and agreements, to wit:

ARTICLE I.—Until default be made in the payment of the principal of the said bonds, or some of them, or until default shall be made in respect to something herein required to be done by the party of the first part, the said party of the first part shall possess, manage, operate and enjoy the said rail-road, coal lands and coal mines, with their equipments, and all the other property and franchises hereinbefore described, and to take and use the earnings, incomes, profits, rents, tolls and issues thereof, and dispose of the same in any manner not inconsistent with this instrument.

ARTICLE II.—In case default shall be made in the payment of any of the interest coupons annexed to any of the foregoing bonds, acording to the tenor thereof, or in any payment required to be made into the sinking fund, as herein provided, and if such default shall continue for the period of six months, it shall be lawful for the party of the second part, by its duly authorized officer, agent or attorney, to enter into and upon all and singular the premises hereby conveyed, and each and every part thereof, and to have, hold and use the same under such superintendent, manager, receiver or agents as the party of the second part may select to conduct the business of said rail-road and coal mines, and to exercise the franchises pertaining thereto, and to make, from time to time, all repairs, replacements, additions and improvements thereto as may seem judicious, and to collect all earnings, dues, freights, incomes, rents, tolls, issues and profits of the same, and of every part thereof, and after deducting the expenses of operating the said rail-road and coal mines, and of conducting the business thereof, and of all the said repairs, replacements, additions and improvements, and of all taxes, assessments or liens upon the said premises, or any part thereof, to apply the money arising as aforesaid to the payment of interest coupons in the order in which they shall have become due, and thereafter to the payment of any instalment or balance due and payable to the sinking fund herein established; and after paying all such past due coupons, and all instalments or balances due to the sinking fund, to apply the same to the satisfaction of the

principal of the aforesaid bonds which may be at that time unpaid, rateably and without discrimination or preference.

ARTICLE III.—In case default shall be made as aforesaid, and shall continue as aforesaid, it shall likewise be lawful for the party of the second part, after entry as aforesaid, or without entry, to sell and dispose of the premises hereby conveyed, at public auction, in the City of New-York, or at such place as the said party of the second part may designate, having first given notice of the place and the time of such sale by advertisement, published not less than once a week for six months in one or more newspapers published in the City of New York and in Sterling, Illinois, and to adjourn the said sale from time to time by announcement at the time and place advertised, without other notice, and to make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in fee simple; which sale, made as aforesaid, shall be a perpetual bar, both in law and in equity, against the party of the first part and all other persons lawfully claiming the same, or any part thereof, through or from the said party; and after deducting from the proceeds of such sale just allowance for all expenses thereof, including reasonable attorney's fees, and any other necessary expenses incurred by the said trustee in managing the business of said rail-road while in possession, and in arranging the sale thereof, to apply the proceeds to the payment of the principal of such of the aforesaid bonds as may be at that time unpaid, whether or not the same shall have previously become due, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference, but rateably, to the aggregate amount of such unpaid principal and such accrued and unpaid interest, in United States gold coin, at par; and if, after satisfaction thereof as aforesaid, a surplus of the said proceeds shall remain, to pay the same over to the party of the first part.

ARTICLE IV.—At any sale of the aforesaid property, or any part thereof, whether made under the power herein granted or by judicial authority, the party of the second part may bid for and purchase the property so sold, or any part thereof, in behalf of the holders of the bonds secured by this instrument and then outstanding, in proportion to the respective interests of such bondholders.

ARTICLE V.—In case default shall be made in the payment of any half year's interest on any of the aforesaid bonds, according to the tenor of the coupons annexed thereto, and if such default shall continue for the period of six months after such coupons shall have become due and payment thereof shall have been demanded, then the principal of all the bonds secured hereby, if a majority in interest of all the holders of the said bonds direct in writing before the interest so in arrears has been paid, shall be declared by the said party of the second part to be immediately due and payable, and thereupon the same shall become due and payable, any thing contained in the said bond or herein to the contrary notwithstanding.

ARTICLE VI.—At the end of every six months, the first such period commencing on the first day of August, 1875, the sum of ten thousand dol-

lars shall be reserved by the said party of the first part, and within sixty days thereafter be paid over to the trustee as a sinking fund for the redemption of the bonds secured by these presents. The trustee shall at once deposit the said surplus so paid over to him, in the United States Trust Company of the City of New-York, or in some other depository in the said city, deemed by him to be safe; and the said moneys, together with all accumulations of interest thereon, which may actually come within the disposal of the said trustee, shall be invested by the said trustee in the purchase of the bonds secured by these presents, provided the same can be obtained at a rate not exceeding ten per cent. above the par of the said bonds, with the interest accrued thereon; and the bonds so purchased shall be deposited with the said Trust Company, or other depository deemed by the trustee to be safe as aforesaid, and be immediately registered, stamped or endorsed as belonging to the said sinking fund, but shall remain in force, and the interest thereon shall continue to be paid by the said party of the first part, and the amount of such interest shall be added and applied as a part of the capital of the sinking fund hereby established, and be invested in the purchase of other bonds in the same manner as the semi-annual payments of six thousand dollars herein above provided for:

And preparatory to such purchase of bonds, the said trustee shall give ten days' notice thereof, in one or more of the daily newspapers published in the City of New-York, and shall make the said purchase at the lowest price or prices at which the bonds may be offered, pursuant to such notice, or at such lower price as he may be able to obtain the same, but not in any case exceeding the rate of ten per cent. above the par and interest of the said bonds; and in case the said bonds cannot be purchased at such rate within three months after the expiration of the notice aforesaid, then the said money shall be invested in such manner as the trustee may deem proper: *Provided, nevertheless,* that it shall be at all times competent for the party of the first part, and the holders of the bonds secured hereby, acting by a majority in interest, to enter into any new agreement which they may deem necessary or proper for the modification of the sinking fund hereby established, or the regulation of investments under the same.

ARTICLE VII.—The said party of the first part shall from time to time, and as often as thereunto requested by the trustee, execute, acknowledge, and deliver all such further deeds and conveyances in the law for the better assuring unto the trustee, the rail-road, coal lands and equipments, rights and equities hereinbefore mentioned, or intended so to be, and all other property and things whatsoever which may be hereafter acquired for use, in connection with the same, or any part thereof, in said counties, and all franchises now held or hereafter to be acquired, including the franchise to be a corporation.

ARTICLE VIII.—The trustee shall have full power, in its discretion, upon the written request of the party of the first part, to convey, by way of release or otherwise, to the persons designated by the said Company, any lands acquired or held for the purposes of stations, depots, shops or other

buildings; and shall also have power to convey as aforesaid, on like request, any lands or property which, in the judgment of the trustee, shall not be necessary for use in connection with the said rail-road, or which may have been held for a supply of fuel, gravel or other material and also to convey as aforesaid, on like request, any lands not occupied by the track, which may become disused by reason of a change of the location of any station-house, depot, shop or other building connected with the said rail-road, and such lands occupied by the track and adjacent to such station-house, depot, shop or other building as the said Company may deem it expedient to disuse or abandon by reason of such change, and to consent to any such change, and to such other changes in the location of the track, or depot, or other buildings, as in their judgment shall have become expedient; and to make and deliver the conveyances necessary to carry the same into effect; but any lands which may be acquired for permanent use, in substitution for any so released, shall be conveyed to the trustee, upon the trusts of these presents; and the trustee shall also have full power to allow the said Company from time to time to dispose of, according to their discretion, such portions of the equipments, machinery and implements at any time held or acquired for the use of the said rail-road, as may have become unfit for such use, replacing the same by new, which shall be conveyed to the trustee, or be otherwise made subject to the operation of these presents.

ARTICLE IX.—The said party of the first part shall at all times hereafter keep at its office or agency in the City of New-York transfer books for the transfer of the bonds aforesaid, and of the stock of the said Company.

ARTICLE X.—It is hereby declared and agreed, that it shall be the duty of the trustee to exercise the power of entry hereby granted, or the power of sale hereby granted, or both, or to take appropriate proceedings in equity or at law to enforce the rights of the bondholders under these presents in writing, as hereinafter specified.

1. If the default be as to interest or principal of any bonds, such requisition upon the said trustee shall be by holders of not less than two million dollars in the aggregate amount of the said bonds; and upon such requisition, and a proper indemnification by the persons making the same to the trustee against the costs and expenses to be by them incurred, it shall be the duty of the trustee to enforce the rights of the bondholders under these presents, by entry, sale or legal proceedings, as they, being advised by counsel learned in the law, shall deem most expedient for the interest of all the holders of the said bonds.

2. If the default be in respect to any payment into the sinking fund herein established by article sixth of these presents, or be in the omission of any act or thing required by article seventh of these presents for the further assuring of the title of the trustee to any property or franchise now possessed or hereafter acquired, or with any other provision herein contained, to be performed or kept by the said Company, then, and in either of such cases, the requisition shall be as aforesaid;

but it shall be within the discretion of the trustee to enforce or waive the rights of the bondholders by reason of such default, subject to the power hereby declared of a majority in interest of the holders of said bonds, by requisition, in writing, or by a vote at a meeting duly held, to instruct the said trustee to waive such default, or upon adequate indemnity as aforesaid to enforce their rights by reason thereof: Provided, that no action of the said trustee or bondholders, or both, in waiving such default, or otherwise, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom.

ARTICLE XI.—It is mutually agreed by and between the parties hereto, that the word trustee, as used in these presents, shall be construed to mean the trustee for the time being; and whenever any vacancy may be created a majority of the bondholders interested shall have the right to appoint a successor or continuing trustee, and the acceptance of such appointment, in writing, shall immediately and by force of such written appointment and acceptance vest in said new trustee, as fully and completely in all respects as if he had been herein named as the party of the second part.

ARTICLE XII.—The party of the first part, in consideration of the premises and of one dollar duly paid, further covenants and agrees to and with the party of the second part, to keep open an office or agency in the City of New York for the payment of the principal and interest of the bonds hereby secured as the same shall become payable, and for the transfer and voting registration of such bonds.

ARTICLE XIII.—The party of the first part further covenants and agrees, that the proceeds of the said bonds shall at all times be faithfully applied to the uses and purposes herein specified, and to no other use or purpose whatsoever.

ARTICLE XIV.—And the said party of the first part, in consideration of the premises, hereby covenants and agrees, to and with the party of the second part, that it, the said party of the first part, shall and will, at all times hereafter, observe, perform and keep all and every the conditions, covenants and provisions herein contained, to be by the said party of the first part performed or kept.

ARTICLE XV.—If the party of the first part shall well and truly pay the sums of money herein required to be paid by the said party, and all interest thereon, at the times and in the manner here specified, and shall well and truly keep and perform all the things herein required to be kept and performed by the said party, according to the true intent and meaning of these presents, then and in that case, the estate, right, title and interest of the said parties of the second part, and of their successors in the trust hereby created, shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue.

In testimony whereof, the party of the first part has caused its corporate seal to be hereto affixed, and these presents to be attested by the signatures of its President, Treasurer and Secretary; and the party of the second part has caused its corporate seal to be hereto affixed, and the

same to be attested by its President, to testify its acceptance of the said trust, on the day and year first above written.

Rockford, Rock Island and St. Louis Railroad Company,
By GEO. GREENE, *President.*
[SEAL] H. H. BOODY, *Treasurer.*
Union Trust Company of N. Y.
[SEAL] *By* J. H. FROTHINGHAM, *Prest.*
B. C. COBLENTZ, *Secretary.*

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK } SS.

Be it remembered that on this twenty third of October A. D. one thousand Eight hundred Sixty Eight before me, Charles Nettleton, a Notary Public in and for the City and County of New York in the State of New York, duly commissioned and sworn and residing in said City of New York personally appeared George Greene, the President of the Rockford, Rock Island and St. Louis Railroad Company and H. H. Boody, the Treasurer and B. C. Coblentz the Secretary of the same Company, to me respectively, personally known to be three of the real persons whose names are subscribed to the foregoing Instrument and they, the said George Greene, H. H. Boody and B. C. Coblentz being by me severally duly sworn did each for himself depose and say that he said George Greene resided at Cedar Rapids in the State of Iowa, and he said H. H. Boody resided in the City of Brooklyn, Kings County in the State of New York and he the said B. C. Coblentz resided in Sterling in the State of Illinois. That he, the said George Greene was the President, that he the said H. H. Boody was the Treasurer and that he, the said B. C. Coblentz was the Secretary of the said the Rockford, Rock Island and St. Louis Railroad Company, that they knew the Corporate seal of the said Company that the seal affixed to the foregoing Instrument purporting to be the seal of the said Company was such Corporate seal that it was so affixed by order of the Board of Directors of said Company and that they severally signed their names thereto by the like order as President, Treasurer, and Secretary of said Company, respectively and the said George Greene, H. H. Boody and B. C. Coblentz also severally acknowledged to me that they had executed the said Instrument as the free and voluntary act and deed of the said Rockford, Rock Island and St. Louis Railroad Company for the uses and purposes therein set forth. And on this same day also before me personally appeared J. H. Frothingham, the President of the Union Trust Company of New York to me personally known to be one of the real persons whose names are affixed to the foregoing Instrument and the said J. H. Frothingham, being by me, duly sworn did depose and say that he resided in the City of Brooklyn aforesaid that he was the President of the said Union Trust Company of New York, that he knew the Corporate seal of the said Company that the seal affixed to the foregoing Instrument purporting to be the Corporate seal of the last mentioned Company was such Corporate seal that it was so affixed by order of the Board

of Directors of said last mentioned Company and that he signed his name thereto by the like order as President of said last mentioned Company, and the said J. H. Frothingham also acknowledged to me that he had executed the said Instrument as the free and voluntary act and deed of the said The Union Trust Company of New York for the uses and purposes therein set forth.

In Witness whereof I have hereunto set my hand and affixed my notarial seal the day and year first above written.

[SEAL] CHARLES NETTLETON,
Notary Public in and for the City and County of New York State of New York.

RECORDED IN ILLINOIS.

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DECREE, July 13, 1875, in the Circuit Court of the United States for the Northern District of Illinois.

* * * * * * * * * *

TUESDAY, JULY 13, A. D. 1875.

Present: The Honorable Thomas Drummond, Circuit Judge, and the Honorable Henry W. Blodgett, District Judge.

11675.

The Union Trust Company, of New York,
vs.
The Rockford, Rock Island and St. Louis Railroad Company,
The Orion and Minersville Railroad Company, and Samuel M. Nickerson, and Robert S. Noyes and One Hundred and Twenty-three other holders of Bonds, who have Intervened Herein.
} *In Chancery.*

This cause came on to be further heard at this term, to-wit on the thirteenth day of July, A. D. 1875, and no other exceptions being taken to the said master's report, it is ordered that said report be, and the same is, in all things affirmed. And thereupon this cause coming on for final hearing upon the pleadings, proofs and admissions of the parties, and having been argued by counsel, upon full consideration thereof, it is ordered adjudged and decreed as follows, viz.:

First: That said mortgage of June 15, 1868, covers all that portion of the Rockford, Rock Island and St. Louis Railroad, with its appurtenances, which is north of a point on the main line of said railroad, due east of the city of Burlington, in the State of Iowa, together with all the real estate of said company, north of that point, and the holders of the first series of said bonds, numbered from one to five

thousand inclusive, which are secured by said mortgage, are entitled to a first and prior lien for the payment thereof, upon all the property covered by said mortgage of June 15, 1868, and if the proceeds of said property, at the sale hereinafter decreed to be made, are insufficient for the full payment of said first series of bonds, the holders thereof, after exhausting such proceeds, are entitled for any balance which may be due upon said bonds, to share pro rata with the holders of the said second series of bonds, numbered from five thousand and one to nine thousand inclusive, in the proceeds of all the other property of said Railroad Company, covered by said mortgage of October 23, 1868, and the holders of said second series of bonds are not entitled to any part of the proceeds of the property, covered by said mortgage of June 15, 1868, unless such proceeds are more than sufficient to pay the whole of said first series of bonds, in which event the holders of said second series of bonds would have a lien upon such surplus, and the holders of said second series of bonds, numbers 5001 to 9000 inclusive, have not the right, or equity, which is claimed by them or on their behalf, in this suit, to require the respective holders of said first series of bonds numbers 1 to 5000 inclusive, to elect whether to claim and have the benefit of a lien pro rata with the holders of the said second series of bonds, upon the entire property covered by the said mortgage of October 23, 1868, and, as a condition thereof, to relinquish priority of lien under the said mortgage of June 15, 1868, upon the property covered thereby, for the benefit of said first series of bonds, until satisfied to the exclusion of said second series, or in lieu thereof, to claim their full legal right and priority of lien, under the said mortgage of June 15, 1868, upon the property embraced therein, for the exclusive benefit of said first series of bonds, until satisfied, and thereupon relinquish the right to claim the benefit of said mortgage of October 23, 1868, until after satisfaction of said second series of bonds, nor have the holders of said second series of bonds any right or equity to put the holders of said first series of bonds to any election in the premises, or to require them, or any of them, to waive any right of preference under said mortgage of June 15, 1868, as a condition of claiming or enjoying the full benefit of the security afforded to them by said mortgage of October 23, 1868; that the property covered by said mortgages is so situated that it would be for the interest of the said Railroad Company, of the holders of said bonds of both series, and of all parties concerned, that it should all be sold together and not in separate parcels, and that the value of the property covered by the mortgage of June 15, 1868, is thirty-seven per cent. of the value of the entire property covered by both of said mortgages, and hereinafter decreed to be sold.

That the principal sum of both series of bonds in said mortgages mentioned, is hereby declared to be due, and the said bonds and coupons which were provisionally reduced, and the coupons which were provisionally funded under said contracts of July 1st and October 9th, 1872, are entitled to stand in full force and effect as if said contracts had not been made, crediting merely on such coupons the cash actually paid

on account thereof, except that the holders of said certificates of indebtedness are entitled to be taken and held as the equitable owners of said coupons in lieu of which they were issued, and the holder of said preferred stock, after the holder of half-cancelled bond, on account of which it was issued, shall have received the full amount of his half of his bond and interest not cancelled, is entitled to the distributive share of any residue appertaining to such provisionally half-canceled bond.

Second: That the said Rockford, Rock Island and St. Louis Railroad Company pay to the said complainant, the Union Trust Company of New York, the trustee in said mortgages mentioned, within five days from this date, the sum of eleven million two hundred and fifty-one thousand five hundred and thirty-five dollars and ninety cents ($11,251,535.90) in gold, with interest thereon from the twenty-fourth day of May, 1875, and the costs of this suit, the said sum being the amount, principal and interest found by said master's report to be due and unpaid upon the bonds of said railroad company secured by said mortgages, of which sum six million two hundred and fifty-four thousand two hundred and nineteen dollars and twenty-eight cents ($6,254,219.28) was due on the first series of bonds numbered from 1 to 5,000 inclusive, and the balance four million nine hundred and ninety-seven thousand three hundred and sixteen dollars and sixty-two cents ($4,997,316.62) on the second series of bonds numbered from 5,001 to 9,000 inclusive.

Third: That in default of such payment the mortgaged premises in said bill of complaint mentioned, including the entire railroad of said Rockford, Rock Island & St. Louis Railroad Company, with all branches and tracks, to the coal mines owned or leased by it, and also including all the railroads, rights of way, depot grounds, coal lands or other lands, all depots, station-houses, engine-houses, car-houses, freight-houses, grain-houses, grain elevators, wood-houses, coal-houses or other buildings, and all car-shops and machine-shops; also all kinds of rolling stock or equipments, machinery and tools held for use in connection with said Rockford, Rock Island and St. Louis Railroad Company, or its coal lands and coal mines, including all locomotives, cars, tenders or other rolling-stock and equipments, and all implements, fuel and materials for the construction, operating, repairing or replacing the said railroad or any of its branches, or in or for operating and working any of its coal mines or any of its equipments; also all franchises connected with or relating to the said railroad, and also all rights, claims and benefits in and to all leases, contracts and agreements made with any parties owning any coal lands or mineral lands or railroad or railroads, or with any other parties for any other property; together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estates, rights, titles and interests whatsoever as well at law as in equity of the said Rockford, Rock Island and St. Louis Railroad Company, of, in and to the same, also the entire railroad of the Orion and Minersville Railroad Company, with all the franchises, privileges and

appurtenances thereto belonging, and all other property, real and personal, belonging to said Rockford, Rock Island and St. Louis Railroad Company and Orion and Minersville Railroad Company or either of them, and which is now in the possession of said receiver and hereinafter described or referred to, and all other property, rights, franchises, and things which shall have been acquired by purchase or otherwise by the said receiver during the pendency of this suit for use in connection with said railroads, and shall be at the time of the sale hereby decreed in his possession or to which he may then be entitled, be sold by Henry W. Bishop, the master in chancery of this court, together as one property and not in separate parcels and in the manner hereinafter directed, in order to satisfy and pay the amount due on said mortgages, the costs of this proceeding and the said several sums hereinafter decreed to be paid; that any sale hereunder shall be at public auction to the highest bidder; two hundred thousand dollars of the sum bid to be paid in cash at the time of sale, and the balance as hereinafter provided when said sale (to be made in Chicago, in the State of Illinois at such time as said master shall appoint,) shall be confirmed by the court, that notice of such sale shall be given by said master by advertisement thereof daily, six times in each week for three successive weeks preceding the day of sale, in one daily newspaper of general circulation in each of the cities of Chicago and New York, that after the payment to the master of said sum of two hundred thousand dollars of the sum bid by the purchaser at said sale, the master may receive from such purchaser for the balance of the sum bid at such sale, in lieu of cash, any of the outstanding and unpaid bonds or coupons issued under and secured by said mortgages of June 15, 1868, or October 23, 1868, or certificates of indebtedness issued in lieu of any of said coupons at such per centage as the court shall direct at the approval of said sale.

Fourth: That out of the purchase money received by the master from such sale he shall first pay the costs of this suit, including those of all the parties thereto, to be taxed, together with the costs and expenses of executing this decree, and to the said Union Trust Company of New York the trustee in said mortgages, as a just allowance for its reasonable expenses and compensation and counsel fees, the sum of forty-two thousand, five hundred and six dollars and ninety-five cents $42,506.95 as specified in said master's report, and to the attorneys of said intervening bond-holders the sum of eight thousand four hundred dollars ($8,400) as specified in said master's report, and to the Orion and Minersville Railroad Company, from the proceeds of sale to which the holders of the first series of bonds are herein decreed to have a first and prior right or lien, the sum of twenty-nine thousand three hundred and sixty-two dollars and twenty cents, with ten per cent. per annum interest from the 15th day of June, 1875, the said sum being the balance unpaid to the said Orion and Minersville Railroad Company and agreed to be accepted by it in discharge of all sums due or hereafter to become due under its contract with the said Rockford, Rock Island and St. Louis

Railroad Company and a previous decree of this court, and upon the payment of the said sum of twenty-nine thousand three hundred and sixty-two dollars and twenty cents ($29,362.20) with interest as aforesaid, to the said Orion and Minersville Railroad Company, it shall, by a good and sufficient deed, convey to the purchaser at such sale its entire line of road with the privileges and appurtenances thereunto belonging, including its franchises and property of every description, real and personal, exclusive of the money hereinbefore directed to be paid to the said railroad company. And the master shall reserve in his hands such further sum as the court may at or before the confirmation of the sale direct, subject to its further order as may be necessary for the protection of persons who have filed petitions claiming any interest in some part of the property held at this time by the receiver, if any such shall be found to exist.

Fifth: That the master shall pay over the balance of the proceeds of said sale to the clerk of this court, who shall apply the same under the direction of the court to the payment of the bonds, coupons and certificates of indebtedness, issued in lieu of coupons secured by said mortgages respectively, and which shall then be outstanding and unpaid, paying the same in full if the said balance be sufficient for that purpose, and if not, he shall first set apart thirty-seven per cent. of the said balance, less the sum of forty-eight thousand, one hundred and seventy-five dollars and seventy-six cents ($48,175.76), being sixty-three per cent. of the amount heretofore paid and the entire amount hereinbefore directed to be paid to the Orion and Minersville Railroad Company for the payment of the first series of bonds numbered from 1 to 5,000 inclusive, and the coupons and the certificates of indebtedness issued in lieu of any of said coupons thereto belonging, and from the sum so set apart the clerk shall reserve the sum of twenty-nine thousand three hundred and forty-four dollars and twenty-eight cents ($29,344.28) in gold coin or its equivalent in United States currency on the day of sale for payment as follows: that is to say, to the holders of coupons numbered six (6), seven (7), eight (8), nine (9), and ten (10), belonging to said first series of bonds who did not become parties to said provisional contract of July 1 and October 9, 1872, and who have not already been paid such sum, an amount which shall make the sum paid on said coupons equal to the sum the holders thereof would respectively have been entitled to receive had they been parties to said contract, to-wit: the sum of seventeen dollars an fifty cents on each coupon No. 9, seventeen dollars and fifty cents on each coupon No. 10, one dollar and forty cents on each unscaled coupon Nos. 6, 7, 8, and by paying to the holders of half-cancelled coupons of certificates of indebtedness issued in lieu of coupons under said provisional contract belonging to said first series of bonds who have not already received the sum to which they were entitled under said contract between August 1, 1872, and up to and including August 1, 1873, any balance that may be due them respectively under said contract, the above mentioned sum of twenty-nine thousand three

hundred and forty-four dollars and twenty-eight cents ($29,344.28) being distributable amongst the said respective classes of coupon holders of the first series of bonds in the respective sums following, as shown by the said master's report, that is to say:

Four per cent. on unscaled coupons 6, 7 and 8, being equivalent of interest paid on debt certificates issued for corresponding coupons on scaled bonds	$3,356.08
One year's interest at 4 per cent. on debt certificates issued for coupons 6, 7 and 8 on scaled bonds, such interest not having been called for	1,698.20
Scaled coupons No. 9 not presented for payment	227.50
Scaled coupons No. 10 not presented for payment	927.50
Coupons No. 9, on unscaled bonds, $17.50 each	11,567.50
Coupons No. 10, on scaled bonds, $17.50 each	11,567.50
	29,344.28

And it is hereby declared and adjudged that the holders of the above mentioned coupons are entitled to receive payment out of the proceeds of said sale of the above mentioned sums, amounting in the aggregate to twenty-nine thousand three hundred and forty-four dollars and twenty-eight cents in gold coin, or its equivalent as aforesaid, in preference to and priority over the holders of the other bonds and coupons secured by the mortgages aforesaid; and he shall then apply the remainder of said thirty-seven per cent. so set apart to the payment of said first series of bonds numbered from 1 to 5,000 inclusive, and the coupons belonging to the same, or the certificates of indebtedness issued in lieu of any of said coupons, pro rata and in proportion to the amounts due and unpaid on them respectively, and from the balance then remaining in his hands the clerk shall reserve the sum of fifteen thousand nine hundred and sixty-one dollars and sixty-two cents ($15,961.62) cash in gold coin, or its equivalent in United States currency, on the day of sale, for payment as follows, that is to say: to the holders of coupons numbered 6, 7, 8, 9 and 10 belonging to said second series of bonds numbered from 5,001 to 9,000 inclusive, or to representative bonds of smaller denomination issued in lieu of any of said bonds, who did not become parties to said provisional contract of July 1 and October 9, 1872, and who have not already been paid such sum, an amount which shall make the sum paid on said coupon equal to the sum the holders thereof would respectively have been entitled to receive had they been parties to said contract, to-wit: the sum of seventeen dollars and fifty cents ($17.50) on each coupon No. 9, the sum of seventeen dollars and fifty cents on each coupon No. 10, and one dollar and forty cents ($1.40) on each unscaled coupon Nos. 6, 7 and 8, belonging to each $1,000 bond, and a pro rata amount in coupons belonging to representative bonds of smaller denomination than $1,000, and by paying to the holders of half-cancelled coupons belonging to said second series of bonds, or certificates of indebtedness, issued in lieu of said coupons under said provisional

contract, who have not already received the sum to which they were entitled under said contract between August 1st, 1872, up to and including August 1st, 1873, any balance that may be due them respectively under said contract, the above mentioned sum of fifteen thousand nine hundred and sixty-one dollars and sixty-two cents ($15,961.62), gold, being distributable amongst the said respective classes of coupon holders of the second series of bonds, in the respective sums following, as shown by the said master's report, that is to say:

Four per cent. on unscaled coupons 6, 7 and 8, being equivalent of interest paid on debt certificates issued for coupons on scaled bonds	$2,067.52
One year's interest at 4 per cent. on debt certificates paid for coupons 6, 7 and 8, on scaled bonds, such interest not having been called for	1,530.35
Scaled coupons No. 9 not presented for payment	364.00
Scaled coupons No. 10 not presented for payment	1,020.25
Coupons No. 9 on unscaled bonds, $17.50 each	5,489.75
Coupons No. 10 on unscaled bonds, $17.50 each	5,489.75
	$15,961.62

And it is hereby declared and adjudged that the holders of the above mentioned coupons are entitled to receive payment out of the proceeds of said sale of the above mentioned sums, amounting in the aggregate to fifteen thousand nine hundred and sixty-one dollars and sixty-two cents ($15,961.62) in gold coin or its equivalent as aforesaid, in preference to and priority over the holders of the other bonds and coupons secured by the mortgages aforesaid; and he shall then apply the balance remaining to the payment, pro rata, of the amount remaining due and unpaid upon all of said bonds of both series and the coupons belonging to the same, and the certificates of indebtedness issued in lieu of any of said coupons, in proportion to the said amounts remaining due and unpaid thereon respectively, making said payments on representative bonds and coupons of smaller denominations whenever issued in lieu of any of said original bonds, and reckoning said bonds of the first series Nos. 1 to 5,000 inclusive, for the purpose of such pro rata payment and distribution, at the amount remaining due thereon after crediting the amount received or receivable thereon under the foregoing provision hereof, for their pro rata shares of the net proceeds calculated as aforesaid of the property covered by said mortgage of June 15, 1868, upon the presentation and surrender of the said bonds and coupons and certificates of indebtedness respectively, and shall mark on each bond, coupon, and certificate of indebtedness so surrendered, the amount paid thereon, and deposit the same in his office.

Sixth: And the said clerk is hereby ordered and directed, on receipt of any money from the master as aforesaid for distribution, to give notice to the holders of bonds, coupons and certificates of indebtedness entitled to share in the distribution thereof to present their bonds, coupons and certificates of indebtedness for payment of the amounts to be paid there-

on by said clerk at some place to be designated in said notice, by publication in a newspaper published in each of the cities of New York and Frankfort-on-the-Main, Germany.

Seventh: that William H. Ferry, the receiver herein, shall account for and pay over to the said master, and that he be and he is hereby authorized to receive from him the net earnings and income of said railroad from this date up to the day of sale and until any purchaser at said sale shall take possession, and any amount so accounted for and paid over to said master, shall be added to the proceeds of sale and applied in the same manner as hereinbefore directed.

Eighth: That upon the completion and confirmation by the court of any sale made under and in pursuance of this decree, the said master shall make, execute and deliver to the purchaser or purchasers thereat a good and sufficient deed or deeds conveying to him or them the property, rights, privileges and franchises so sold to and purchased by him or them, which said deed or deeds shall be valid and effectual to convey to and vest in said purchaser or purchasers all the right, title, interest, claim and demand whatever in law or equity which the said Rockkford, Rock Island and St. Louis Railroad Company had at the time of the execution and delivery of said mortgages, or has since acquired, or which was transferred or conveyed by said mortgages or either of them, of, in or to the said property, rights, privileges or franchises so sold and conveyed by said master.

That the sale so made shall be absolute and not subject to any redemption, nor shall there be any necessity for an appraisement of the premises to be sold. And from and after such sale and the conveyance thereupon executed, the said Rockford, Rock Island and St. Louis Railroad Company, and all and every person claiming by, through or under it subsequently to the filing of the original bill of complaint herein, be and they are hereby forever barred and foreclosed of and from all and every interest, estate, right, claim or equity of redemption of, in or to said property, rights, privileges or franchises so sold, and every part and parcel thereof. That upon confirmation of such sale and conveyance by said master, the receiver shall surrender the possession of said railroad, together with all depots, station ground, rolling-stock, materials and other property of every kind and description appurtenant or belonging thereto, sold under this decree to the purchaser or purchasers thereof.

Ninth: And it is further ordered that the master make report to this court of his actings and doings in the premises with all convenient speed, after said sale shall have taken place.

Tenth: And it is further ordered, adjudged and decreed, that for any portion of the said sums found due on the bonds secured by said mortgages, which shall remain due and unpaid after the sale of the said mortgaged property under and by virtue of this decree, in consequence of the insufficiency of said proceeds of sale to pay the same, the said complainant, as trustee, shall have judgment against said Rockford, Rock Island and St. Louis Railroad Company, and be entitled to have a writ or writs of execution against all the property of said company to collect

the same as provided by the rules and practice of this court. And all questions arising in this cause not herein or heretofore adjudicated by the court, are reserved for future consideration.

The property hereinbefore directed to be sold which has been reduced to, and is now in the actual possession of the receiver, consists of the following:

A road from Rock Island Junction to Port Byron Junction, thirty-nine and four-tenths miles (39 4-10).

At Rock Island, five-twelths (5-12) miles.

From Colona to Minersville, one and four-tenths (1 4-10) miles.

From Orion to Monmouth, thirty-eight and three-tenths (38 3-10) miles.

Branch road from Rock River Junction to coal mines at Cleveland, three and five-tenths (3 5-10) miles.

From Monmouth to Alton Junction, one hundred and sixty-one and six-tenths (161 6-10) miles.

A detached road from Keithburg to Sagetown, which has no connection with any of the other roads, seventeen and nine-tenths (17 9-10) miles.

A joint interest with the Chicago and Northwestern Railway from Rock Island Junction to Sterling, five and two-tenths (5 2-10) miles.

A contract with the Chicago and Northwestern Railroad Company for the joint use of said road between said points.

A right of way from Port Byron Junction to Rock Island.

From Orion to Minersville, a distance of seven and six-tenths (7 6-10) miles, the company owns right of way, track and appurtenances (subject to a decree entered in this cause, in favor of the Orion and Minersville Railroad).

A contract with the Indianapolis and St. Louis Railroad Company, for the use of its road, from Alton Junction to East St. Louis, twenty-one miles, and certain depot privileges and facilities at East St. Louis.

A contract with the Chicago and Rock Island Railroad, for the use of its track, between Colona and Port Byron Junction and from Port Byron Junction to Rock Island, side tracks, twenty-one and five-tenths (21 5-10) miles.

All the depots along the line of the Rockford, Rock Island and St. Louis Railroad, excepting at Sterling, Rock Island Junction, Port Byron Junction, Colona, Alexandria, Monmouth, Bushnell, Alton Junction, and the freight depot at Chapin.

Car shop, blacksmith shop, machine shop and round house, at Beardstown, together with the tools and machinery in said shops.

An engine-house at Rock Island Junction, Sagetown and Keithsburg.

Sundry supplies on hand, averaging fifteen thousand dollars worth.

The following Rolling Stock:

Fourteen (14) first and second-class coaches and sleepers.

Fifteen (15) way cars.

Six (6) baggage and mail cars.

Three hundred and ninety-one (391) freight cars.

Ninety-nine (99) stock cars.
Ninety (90) flat cars.
Three hundred and seventeen (317) coal cars.
Thirty (30) Locomotives.

The following real estate, in Henry County, Illinois.

Lots one (1), two (2), three (3) and five (5), in block number ten (10), Cleveland, with four small frame buildings, cut in two by side track to coal mine. Grantor's title based on tax deed.

In Green County, Illinois.

The northeast quarter (¼) of the northeast quarter (¼) of section thirty-six (36), town ten (10) of range ten (10), west of the third (3d) principal meridian.

In Schuyler County, Illinois.

The southeast quarter (¼) of section nineteen (19), town one (1), north of range one (1) east of the fourth (4th) principal meridian, containing one hundred and sixty (160) acres.

The fractional southwest quarter (¼) of section twenty (20), town one (1) north of range one (1) east of the fourth (4th) principal meridian, containing sixty-five and twenty-one one-hundredths (65 21-100) acres.

All of fractional section twenty-nine (29), in town one (1) north of range one(1) east of the fourth principal meridian, containing twenty-eight and seventy-seven one-hundredths (28 77-100) acres.

In Cass County, Illinois.

Sand Pit, being in the south half (½) of the southeast quarter (¼) of section thirty-five (35), town eighteen (18), range twelve (12) west of the third (3d) principal meridian, containing ten and eighteen one-hundredths (10 18-100) acres.

In Scott County, Illinois.

Sand Pit, about one mile from railroad being in the northwest quarter (¼) of the northwest quarter (¼) of section one (1), town thirteen (13), range thirteen (13) west of the third (3d) principal meridian, containing ten (10) acres.

Also the following real estate, situate and lying in Henry county, Illinois, held in trust by Henry Curtis, Jr.

Paddleford Farm.

The east one-half (½) of the northeast quarter (¼) of section four (4), township seventeen (17), north range two (2) east of the fourth (4th) principal meridian, containing eighty (80) acres.

The east one-half (½) of the southeast quarter (¼) of section four (4), township seventeen (17) north range two (2) east of the fourth (4th) principal meridian, containing eighty (80) acres.

The west one-half (½) of the northwest quarter (¼) of section three (3), in township seventeen (17), north of range two (2) east of the fourth (4th) principal meridian, containing eighty acres.

Sheppard Farm.

The southwest quarter (¼) of section thirteen (13), township seventeen (17) north of range one (1) east of the fourth (4th) principal meridian, containing one hundred and sixty (160) acres.

The south one-half (½) of the southeast quarter (¼) of section fourteen (14), township seventeen (17) north of range one(1), east of the fourth (4th) principal meridian, containing eighty (80) acres.

The south one-half (½) of the south one-half (½) of the east one-half (½) of the northeast quarter (¼) of section fourteen (14), township seventeen (17), north of range one(1), east of the fourth (4th) principal meridian, containing twenty (20) acres.

All in Henry County, Illinois.

In Macoupin County, Illinois.

The west one-half (½) of the west one-half (½) of the northeast quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3d) principal meridian, containing forty (40) acres.

The northwest quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3d) principal meridian, containing forty (40) acres.

The northeast quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township (10), north of range nine (9), west of the third (3d) principal meridian, containing forty(40) acres.

The southeast quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3d) principal meridian, containing forty (40) acres, making a total in Macoupin county of one hundred and sixty (160) acres.

Lot number six (6) in block number three (3) in Moore's addition to the town of Brighton.

In Rock Island County, Illinois.

That part of lot five (5) lying south of the railroad in block number two (2) in Spencer and Case's addition to Rock Island.

The north one hundred and twenty (120) feet of lots numbers three (3) and four(4) in block number three (3) in Wood's second addition to Moline.

The north one hundred and twenty (120) feet of lot number seven (7) in block number nineteen (19) in the old town of Moline.

Fractional part of lots numbers two (2) and three (3) in block number fifteen (15) in the old town of Moline, lying between the Rockford, Rock Island and St. Louis Railroad and the Chicago, Rock Island and Pacific Railroad.

The court reserves to itself the right, after the sale and the filing of the master's report, to make any modification of the order of distribution named herein, which, upon proper application to it, may seem just and equitable.

NORTHERN DISTRICT OF ILLINOIS, } ss.
EASTERN DIVISION. }

I, T. C. MacMillan, Clerk of the District Court of the United States for the Northern District of Illinois, do hereby certify the above and foregoing to be a true and complete copy of the certain DECREE entered of Record in the Circuit Court of the United State for the Northern District of Illinois, on the thirteenth day of July, A. D. 1875, in the cause entitled *The Union Trust Company of New York v. The Rockford, Rock Island and St. Louis Railroad Company, The Orion and Minersville Railroad Company and Samuel M. Nickerson, and Robert S. Noyes and One Hundred and Twenty-three Other Holders of Bonds, who have Intervened Herein,* as the same appears from the original Record thereof now remaining in my custody and control.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office, in the City of Chicago, in said District, this thirteenth day of November, 1913.

[SEAL]

T. C. MACMILLAN, *Clerk.*
By JOHN H. R. JAMAR,
Deputy Clerk.

DECREE May 17, 1876 confirming sale.

U. S. Circuit Court Northern District of Illinois.

WEDNESDAY MAY 17TH A. D. 1876.

Present the Hon. Henry W. Blodgett, District Judge.

The Union Trust Company of New York
v.
The Rockford, Rock Island and
St. Louis Railroad Company and others. } *In equity.*

This cause came on to be further heard at this time, and was argued by counsel and thereupon upon consideration thereof it was ordered, adjudged and decreed as follows, viz: That the sale on the sixteenth day of August, 1875 by Henry W. Bishop, the master in chancery of this court and the purchase at said sale by Heyman Osterberg, in his own name, but in fact as trustee, for the sum of $1,320,000.00 of the mortgaged premises, property rights, privileges and franchises mentioned and set forth in the proceedings and the decree entered in this cause the thirteenth day of July, 1875 and the masters report of said sale heretofore made, be and the same are in all things ratified and confirmed, and it appearing to the court that the said Heyman Osterberg as trustee has paid to the said Henry W. Bishop Master as aforesaid the said sum of $1,320,000.00 with $2,502.91 of interest thereon as required by the previous orders of this court, the said Henry W. Bishop, Master as aforesaid is hereby directed to make, execute and deliver to the

said Heyman Osterberg, as trustee, the purchaser at said sale a good and sufficient deed conveying to the said Osterberg as trustee and his assigns the property, rights, privileges and franchises so sold to and purchased by him to-wit: the entire railroad of said Rockford, Rock Island & St. Louis Railroad Company, with all branches and tracks to the coal mines owned or leased by it, and also including all the railroads, rights of way, depot grounds, coal lands or other lands, all depots, station houses, engine houses, car houses, freight houses, grain houses, grain elevators, wood houses, coal houses or other buildings, and all car-shops and machine shops; also all kinds of rolling stock or equipments, machinery and tools held for use in connection with said Rockford, Rock Island and St. Louis Railroad or its coal lands and coal mines, including all locomotives, cars, tenders or other rolling stock and equipments, and all implements, fuel and materials for the construction, operating, repairing or replacing the said railroad or any of its branches, or in or for operating, and working any of its coal mines or any of its equipments; also all franchises connected with or relating to the said railroad, and also all rights, claims and benefits in and to all leases, contracts and agreements made with any parties owning any coal lands or mineral lands or railroad or railroads, or with any other parties for any other property; together with all and singular the tenements and appurtenances thereunto belonging and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estates, rights, titles and interests whatsoever as well at law as in equity of the said Rockford, Rock Island and St. Louis Railroad Company of, in and to the same; also the entire railroad of the Orion and Minersville Railroad Company, with all the franchises, privileges and appurtenances thereto belonging, and all other property, real and personal, belonging to said Rockford, Rock Island and St. Louis Railroad Company and Orion and Minersville Railroad Company or either of them, including the property in the possession of William H. Ferry, the Receiver in said cause at the time of said sale or to which he was then entitled as such receiver as follows:

A road from Rock Island Junction to Port Byron Junction, thirty-nine and four-tenths (39 4-10) miles.

At Rock Island five-twelfths (5-12) miles. From Colona to Minersville one and four-tenths (1 4-10) miles.

From Orion to Monmouth, thirty-eight and three-tenths (38 3-10) miles.

Branch road from Rock River Junction to coal mines at Cleveland, three and five-tenths (3 5-10) miles.

A railroad from Monmouth to Alton Junction, one hundred and sixty-one and six tenths (161 6-10) miles.

A detached road from Keithsburg to Sagetown, which has no connection with any of the other roads, seventeen and nine-tenths (17 9-10) miles.

A joint interest with the Chicago and Northwestern railway from Rock Island Junction to Sterling, five and two-tenths (5 2-10) miles.

A contract with the Chicago and Northwestern Railway Company for the joint use of said road between said points.

A right of way from Port Byron Junction to Rock Island.

A road from Orion to Minersville, a distance of seven and six-tenths (7 6-10) miles.

A contract with the Indianapolis and St. Louis Railroad Company for the use of its road from Alton Junction to East St. Louis, twenty-one miles, and certain depot privileges and facilities at East St. Louis.

A contract with the Chicago and Rock Island Railroad for the use of its track between Colona and Port Byron Junction and from Port Byron Junction to Rock Island side tracks twenty one and five tenths (21 5-10) miles.

All the depots along the line of the Rockford, Rock Island and St. Louis Railroad, excepting at Sterling, Rock Island Junction, Port Byron Junction, Colona, Alexandria, Monmouth, Bushnell, Alton Junction, and the freight depot at Chapin.

Car shop, blacksmith shop, machine shop and round house at Beardstown, together with the tools and machinery in said shops.

An engine-house at Rock Island Junction, Sagetown and Keithsburg.

Sundry supplies on hand averaging fifteen thousand dollars worth.

The following Rolling Stock:

Fourteen (14) first and second-class coaches and sleepers.
Fifteen (15) way cars.
Six (6) baggage and mail cars.
Three hundred and ninety-one (391) freight cars.
Ninety-nine (99) stock cars.
Ninety (90) flat cars.
Three hundred and seventeen (317) coal cars.
Thirty (30) Locomotives.

The following real estate, in Henry County, Illinois.

Lots one (1), two (2), three (3) and five (5), in block number ten (10), Cleveland, with four small frame buildings, cut in two by side track to coal mine. Grantors title based on tax deed.

In Green County, Illinois.

The northeast quarter (¼) of the northeast quarter (¼) of section thirty-six (36), town ten (10) of range ten (10), west of the third (3rd) principal meridian.

In Schuyler County, Illinois.

The southeast quarter (¼) of section nineteen (19), town one (1), north of range one (1) east of the fourth (4th) principal meridian, containing one hundred and sixty (160) acres.

The fractional southwest quarter (¼) of section twenty (20), town one (1) north of range one (1) east of the fourth (4th) principal meridian, containing sixty-five and twenty-one one-hundredths (65 21-100) acres.

All of fractional section twenty-nine (29), in town one (1) north of range one (1) east of the fourth principal meridian, containing twenty-eight and seventy-seven one-hundredths (28 77-100) acres.

In Cass County Illinois.

Sand pit, being in the south half (½) of the southeast quarter (¼) of section thirty-five (35), town eighteen (18), range twelve (12) west of the third (3rd) principal meridian, containing ten and eighteen one-hundredths (10 18-100) acres.

In Scott County, Illinois.

Sand pit, about one mile from railroad being in the northwest quarter (¼) of the northwest quarter (¼) of section one (1), town thirteen (13), range thirteen (13) west of the third (3rd) principal meridian, containing ten (10) acres.

In Henry County, Illinois.

Paddleford farm.

The east one-half (½) of the northeast quarter of section four (4), township seventeen (17), north range two (2) east of the fourth (4th) principle meridian, containing eighty acres.

The west one-half (½) of the northwest (¼) of section three (3), in township seventeen (17), north of range two (2) east of the fourth (4th) principal meridian, containing eighty acres.

Shephard farm.

The southwest quarter (¼) of section thirteen (13), township seventeen (17) north of range one (1) east of the fourth (4th) principal meridian, containing one hundred and sixty (160) acres.

The south one-half (½) of the southeast quarter (¼) of section fourteen (14), township seventeen (17) north of range one (1) east of the fourth (4th) principal meridian, containing eighty (80) acres.

The south one-half (½) of the south one-half (½) of the east one-half (½) of the northeast quarter (¼) of section fourteen (14), township seventeen (17), north of range one (1), east of the fourth (4th) principal meridian, containing twenty (20) acres. All in Henry County, Illinois.

In McCoupin County, Illinois.

The west one-half (½) of the west one-half (½) of the northeast quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3rd) principal meridian, containing forty (40) acres.

The northwest quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3rd) principal meridian, containing forty (40) acres.

The northeast quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3rd) principal meridian, containing forty (40) acres.

The southeast quarter (¼) of the northwest quarter (¼) of section thirty-one (31), township ten (10), north of range nine (9), west of the third (3rd) principal meridian, containing forty (40) acres, making a total in Macoupin county of one hundred and sixty (160) acres.

Lot number six (6) in block number three (3) in Moore's addition to the town of Brighton.

In Rock Island County, Illinois.

That part of lot five (5) lying south of the railroad in block number two (2) in Spencer and Case's addition to Rock Island.

The north one hundred and twenty (120) feet of lots numbers three (3) and four (4) in block number three (3) in Wood's second addition to Moline.

The north one hundred and twenty (120) feet of lot number seven (7) in block number nineteen (19) in the old town of Moline.

Fractional part of lots numbers two (2) and three (3) in block number fifteen (15) in the old town of Moline, lying between the Rockford, Rock Island and St. Louis Railroad and the Chicago, Rock Island and Pacific Railroad.

And it further appearing to the court that since said sale, William H. Ferry, the Receiver herein, has compromised under the direction of the court a claim in favor of said Rockford, Rock Island and St. Louis Railroad Company existing at the time of said sale against one H. H. Boody and under said compromise has acquired as such Receiver, title to the following premises to-wit: Nine undivided sixteenth parts (9/16) (The whole into sixteen parts divided) of all that certain tract or piece of land, situate in Barry Township, Schuylkill County, Pennsylvania, bounded as follows: Beginning at a stone, a corner in lands of John Moser, thence north sixty-eight (68°) degrees east, one hundred and thirty perches to a stone, thence north forty one degrees east, forty perches to a stone, thence south forty nine degrees, east seventy-six perches to a black oak: thence north eighty one and one quarter degrees east, eighty perches to a black oak: thence south fifty eight and one half degrees east, sixty five perches to a white oak: thence north eighty six and one half degrees east, fourteen perches to a stone: thence south fifty eight degrees west, three hundred and twelve perches to a post, thence north twenty one and one half degrees west, two hundred perches, by land of Harold Kramer and John Moser, to the place of beginning, containing three hundred and twenty three acres, more or less, and also nine undivided sixteenth parts (9/16). The whole into sixteen pars divided, of all hat tract or certain piece of land, situate in Barry township, Schuylkill County, aforesaid, known as the Henry G. Weaver tract, containing two hundred and forty seven acres and twenty seven perches, bounded and described as follows: Beginning at a stone corner of the Henry G. Weaver tract thence south forty eight and one half degrees east, one hundred and thirty-two perches to a stone, thence north, forty one degrees east, forty perches to a stone, thence

south forty nine degrees east, twenty nine perches to a stone, thence north sixty eight and one half degrees east, one hundred and eighty one and six tenths perches to a stone, thence north eighteen and one half degrees west, one hundred and ninety five perches to a stone, thence south sixty seven and one half degrees west, two hundred and fifty eight perches to a stone, thence south forty-four degrees west, seven perches to a stone, thence south forty nine degrees east, forty perches to a stone, thence south forty degrees west eighty-three perches to a stone and the place of beginning. It being understood that the quantity of land conveyed or intended to be to said Receiver under the foregoing description was about Three hundred and twenty and one half acres more or less, together with all and singular the buildings, improvements, ways, roads, lands, woods, mines, minerals, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances. Whatsoever thereto belonging or in any wise appertaining; and that said Compromise has been approved and confirmed by the Court. It is further ordered, adjudged and decreed, that said Master also convey in said deed to said Osterberg, in addition to the premises herein before mentioned and described, the said last described premises, and it further appearing to the Court from the Report of the said Receiver William H. Ferry that the title to the following described pieces of land is vested in him for the benefit of said rail-road to-wit: Blocks number one hundred and one and one hundred and four in the city of Beardstown, two strips of land each 300, feet wide being 150 feet in width on each side of the centre line of the main track of the said Rockford, Rock Island and St. Louis Rail-road as the same is located and operated over and across and upon the south east quarter of sect 30 and the north east quarter of section thirty (30), N, R, 1 east of the fourth principal meridian, which pieces of land constituted part of the right of way and appurtenances of said Rockford, Rock Island and St. Louis Rail-road, it is ordered adjudged and decreed that the said Master include the same in his said deed to the said Heyman Osterberg as Trustee purchaser as aforesaid.

It is further ordered adjudged and decreed that the said Heyman Osterberg as Trustee and his assigns are entitled to succeed to all the estate, rights and privileges of said railroad Companies under their respective charters or acts of incorporation and to control, manage and operate said railroad under said charters and acts of incorporation in the same manner as said Railroad Companies were authorized by said charters and acts of incorporation to control, manage & operate the same.

It is further ordered adjudged and decreed that the said defendants and all persons claiming, or to claim from or under them, and all persons having a lien subsequent to the mortgages in the pleadings mentioned by judgment or decree upon the premises, rights, and property contained in said mortgages and his and their heirs and personal representatives and all persons claiming under them be forever barred and foreclosed of and from all equity of redemption and claim of in or to

said mortgaged premises, rights, franchises and property and every part and parcel thereof.

And it is further ordered adjudged and decreed that the said William H. Ferry, the receiver execute and deliver to the said, Heyman Osterberg, Trustee, a deed assigning and transfering to the said Osterberg as Trustee and his assigns all the right, title and interest by him acquired as Such Receiver in or to the above mentioned and described property or any part thereof.

Correct Enter T. D. May 17-76.

NORTHERN DISTRICT OF ILLINOIS, } ss.
EASTERN DIVISION. }

I, John H. R. Jamar, Clerk of the District Court of the United States for the Northern District of Illinois, do hereby certify the above and foregoing to be a true and complete copy of the certain DECREE entered of Record in the Circuit Court of the United States, for the Northern District of Illinois on the seventeenth day of May, A. D. 1876, in the cause entitled The Union Trust Company of New York. The Rockford, Rock Island and St. Louis Railroad Company, The Orion and Minersville Railroad Company and Samuel M. Nickerson, and Robert S. Noyes and one Hundred and Twenty-three Other Holders of Bonds, who have Intervened Herein, as the same appears from the original Record therof now remaining in my custody and control.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office, in the City of Chicago, in said District, this twenty-second day of November, 1923.

[SEAL] JOHN H. R. JAMAR,
Clerk District Court.

DEED, December 9, 1875. The Orion and Minersville Railroad Company to Heyman Osterberg, Trustee.

* * * * * * * * * *

This Indenture, made this ninth day of December in the year of our Lord one thousand eight hundred and seventy five between the Orion and Minersville Railroad Company a corporation organized under and by virtue of the laws of the State of Illinois party of the first part, and Heyman Osterberg as Trustee according to his declaration of trust on file in the cause hereinafter mentioned, party of the second part, *Witnesseth:*

Whereas, in a suit pending in the Circuit Court of the United States for the Northern District of Illinois, wherein The Union Trust Company of New York is complainant and the Rockford, Rock Island and St. Louis Railroad Company, the Orion and Minersville Railroad Company and others ore defendants, it was on the Twenty-ninth day of March A. D. 1875, ordered, adjudged and decreed in words following, to-wit:

"And it appearing that it will be greatly to the advantage of the said, the Rockford, Rock Island and St. Louis Railroad Company, so to do, the contract and lease entered into between it and the said, the

Orion and Minersville Railroad Company is in all things affirmed and the receiver of this court is ordered to carry the same and all its provisions into effect and it appearing that there is now due under the said contract and lease to the said Orion and Minersville Railroad Company the sum of ($17,362.80) seventeen thousand three hundred and sixty two dollars and eighty cents, and that the further sum of Nine thousand five hundred dollars will fall due on the 15th day of June A. D. 1875, the sum of nine thousand five hundred dollars on the 15th day of December A. D. 1875, the sum of Nine thousand five hundred dollars on the 15th day of June A. D. 1876, and the sum of Two thousand five hundred and five dollars and ninety four cents on the 15th day of December A. D. 1876. It is ordered, adjudged and decreed that the Receiver of the said Rockford, Rock Island and St. Louis Railroad Company out of any money in his hands from time to time, which can be applied to that purpose pay to the said Orion and Minersville Railroad Company the said sum of Seventeen thousand three hundred and sixty two dollars and eighty cents, now due with the interest on the sum remaining from time to time unpaid at the rate of ten per cent per annum and that he also pay the said several sums above specified, as they respectively fall due, so far as the means in his hands may from time to time enable him to do, and when said rentals are in arrear leave is given the said Orion and Minersville Railroad Company from time to time to apply to this Court for leave to enforce such rights as it may have under said contract of lease. And as to matters concerning the rebating of interest, if payment of said installments not due is made before they shall become due and as to the deeding of the title in fee of said road and its appurtenances so as to convey the revisionary interest of the said Orion and Minersville Railroad Company in said property when the said sum shall be fully paid and satisfied the parties are ordered to abide the further decree of this Court.''

And Whereas, afterward, towit: on the 29th day of April A. D. 1875, the Receiver of the Rockford, Rock Island and St. Louis Railroad Company paid to the party of the first part hereto the said sum of Seventeen thousand three hundred and sixty two dollars and eighty cents ($17,362.80) to the full satisfaction of said party of the first part hereto.—

And Whereas, afterwards, towit:on the thirteenth day of July A. D. 1875, the said Court did further order, adjudge and decree among other things:— that a sale of the property of the said, the Rockford, Rock Island and St. Louis Railroad Company should be made.

And by the same decree it was ordered:—''That out of the purchase money received by the Master from such sale he shall first pay the costs of this suit, including those of all the parties thereto, to be taxed, together with the costs and expenses of executing this decree, and to the said Union Trust Company of New York the trustee in said mortgages, as a just allowance for its reasonable expenses and compensation and counsel fees, the sum of forty two thousand five hundred and six dollars and ninety five cents ($42,506.95) as specified in said Master's report, and to the attorneys of said intervening bondholders the sum of

eight thousand four hundred dollars ($8,400) as specified in said Master's report, and to the Orion and Minersville Railroad Company, from the proceeds of sale to which the holders of the first series of bonds are herein decreed to have a first and prior right or lien, the sum of twenty nine thousand three hundred and sixty two dollars and twenty cents, with ten per cent, per annum interest from the 15th day of June A. D. 1875, the said sum being the balance unpaid to the said Orion and Minersville Railroad Company and agreed to be accepted by it in discharge of all sums due or hereafter to become due under its contract with the said Rockford, Rock Island and St. Louis Railroad Company and a previous decree of this court, and upon the payment of the said sum of Twenty nine thousand three hundred and sixty two dollars and twenty cents ($29,362.20) with interest as aforesaid, to the said Orion and Minersville Railroad Company, it shall, by a good and sufficient deed, convey to the purchaser at such sale its entire line of road with privileges and appurtenances thereunto belonging, including its franchise and property of every description, real and personal, exclusive of the money hereinbefore directed to be paid to the said Railroad Company. And the Master shall reserve in his hands such further sum as the Court may at or before the confirmation of the sale direct, subject to its further order as may be necessary for the protection of persons who have filed petitions claiming any interest in some part of the property held at this time by the receiver, if any such shall be found to exist."

And Whereas Henry W. Bishop a Master in chancery of said court was ordered to carry said decree into effect and has sold said property to Heyman Osterberg as Trustee—as aforesaid, and has paid to said Orion and Minersville Railroad Company the said sum of Twenty nine thousand three hundred and sixty two 20-100 dollars ($29,362.20), with interest thereon at the rate of ten per cent. per annum from the said 15th day of June A. D. 1875.

Now Therefore this Indenture, made in consideration of the premises and of the payment by said Bishop to said party of the first part of the said sum of Twenty nine thousand and three hundred and sixty two dollars and twenty cents ($29,362.20) and the said interest thereon to this date, the receipt whereof is hereby acknowledged by the party of the first part as and for full satisfaction and discharge of the moneys ordered by said court to be paid to it, by said decree, *Witnesseth*:

That the said party of the first part doth hereby remise, release, transfer, set over and convey unto the said party of the second part, as Trustee as aforesaid and assigns, its the said Orion and Minersville Railroad Company's, entire line of road with the privileges and appurtenances thereunto belonging, including its franchises and property of every description, real and personal except the moneys provided by said decree to be paid to it.

To Have and To Hold, the said premises hereby conveyed and intended to be conveyed unto the said party of the second part, Heyman Osterberg as Trustee as aforesaid, and to his assigns only proper use, benefit and behoof forever.

In Witness Whereof, the said party of the first part, The Orion and Minersville Railroad Company has caused its corporate seal to be hereto affixed, and these presents to be attested by the signatures of its President and Secretary the day and year first hereinabove written in pursuance of the Resolution of the Board of Directors of said party of the first part, passed the Seventh day of December A. D. 1875.

[SEAL] P. L. CABLE,
President O. & M. R. R. Co.
HENRY CURTIS, JR.,
Secretary O. & M. R. R. Co.

STATE OF ILLINOIS, }
ROCK ISLAND COUNTY. } SS.

I, Lucian Adams, a Notary Public in and for said County in the State aforesaid *do hereby certify,* that P. L. Cable, President of The Orion and Minersville Railroad Company and Henry Curtis Jr., Secretary of the said Railroad Company personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person, and being by me duly and severally sworn, said:—that he the, said P. L. Cable, is President of the said Orion and Minersville Railroad Company, and that he, the said Henry Curtis Jr., is Secretary of the said Company; that they know the corporate seal of said Company: that the seal affixed to the foregoing instrument is such corporate seal: that it was affixed thereto by order of the Board of Directors of said Company: and that they signed their names thereto by like order as President and as Secretary of said Company.

Witness my hand and Notarial Seal hereto affixed this Ninth day of December A. D. 1875.

[SEAL] LUCIAN ADAMS,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HENRY			

MASTER'S DEED, May 18, 1876, to Heyman Osterberg.

* * * * * * * * * *

This Indenture, made this eighteenth (18th) day of May, A. D. 1876, by and between Henry W. Bishop, as Master in Chancery of the Circuit Court of the United States in and for the Northern District of Illinois, party of the first part, and Heyman Osterberg, party of the second part, Witnesseth:

Whereas, on the 13th day of July, A. D. 1875, one of the days of the July term, A. D. 1875, of the Circuit Court of the United States, for the Northern District of Illinois, it was, among other things, ordered, adjudged, and decreed by the said court, in chancery sitting, in the City of Chicago, in said district, in a certain cause, then depending in said court,

between the Union Trust Company of New York, complainant, and the Rockford, Rock Island & St. Louis Railroad Company, The Orion & Minersville Railroad Company, and others defendants, that the mortgaged premises in said bill of complaint mentioned including the entire railroad of said Rockford, Rock Island & St. Louis Railroad Company, with all branches and tracks to the coal mines owned or leased by it and also including all the railroads, rights of way, depot grounds, coal lands or other lands, all depots, station-houses, engine-houses, car-houses, freight-houses, grain-houses, grain-elevators, wood-houses, coal-houses, or other buildings, and all car shops and machine shops; also all kinds of rolling stock or equipments, machinery and tools held for use in connection with said Rockford, Rock Island & St. Louis Railroad Company, or its coal lands and coal mines, including all locomotives, cars, tenders, or other rolling stock and equipments, and all other implements fuel and materials for the construction, operating, repairing or replacing the said railroad or any of its branches, or in or for operating and working any of its coal mines, or any of its equipments; also all franchises connected with or relating to the said railroad, and also all rights, claims, and benefits in and to all leases, contracts, and agreements made with any parties owning any coal lands, or mineral lands, or railroad, or railroads, or with any other parties for any other property; together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues, and profits thereof; and also all the estates, rights, titles, and interests whatsoever as well at law as in equity, of the said Rockford, Rock Island & St. Louis Railroad Company of, in, and to the same, also the entire railroad of the Orion & Minersville Railroad Company, with all the franchises, privileges and appurtenances thereto belonging, and all other property, real and personal, belonging to said Rockford, Rock Island & St. Louis Railroad Company and to said Orion & Minersville Railroad Company or either of them, and which was then in the possession of the receiver appointed in said suit and described or referred to in said decree, and all other property, rights, franchises and things which had been acquired by purchase or otherwise by the said receiver during the pendency of said suit for use in connection with said railroads, and which should be at the time of the sale thereby decreed in his possession, or to which he might then be entitled, be sold by Henry W. Bishop, the Master in Chancery of said Court, together as one property and not in separate parcels, and in the manner directed in said decree, in order to satisfy and pay the amount due on said mortgages, the costs of said proceeding and the said several sums in said decree directed to be paid; that any sale under said decree should be at public auction to the highest bidder; two hundred thousand dollars of the sum bid to be paid in cash at the time of sale, and the balance as provided by said decree when said sale (to be made at Chicago in the State of Illinois at such time as said Master should appoint) should be confirmed by the court; that notice of such sale should be given by said Master by advertisement thereof daily, six times in each week for three successive weeks pre-

ceding the day of sale, in one daily newspaper of general circulation in each of the cities of Chicago and New York.

And, Whereas, the said Henry W. Bishop, Master in Chancery of said court, in pursuance of the said order and decree of the said court, and of another order of said court, entered on the tenth day of August, A. D. 1875, did on the sixteenth day of August, A. D. 1875 sell at public auction at Chicago, in the State of Illinois, the mortgaged premises in said decree mentioned, having first given previous notice of said sale as required by the orders and decrees aforesaid; at which sale the premises so sold were struck off to Heyman Osterberg for the sum of one million three hundred and twenty thousand dollars, that being the highest sum bid for the same; and, whereas, by an order and decree of said court entered in said cause on the seventeenth day of May, A. D. 1876, it was, among other things, ordered, adjudged and decreed that the sale so made as aforesaid by the said Henry W. Bishop, the Master on the sixteenth day of August, A. D. 1875, and the purchase at said sale by Heyman Osterberg in his own name, but, in fact, as Trustee according to his declaration of trust on file in said cause, for the sum of thirteen hundred and twenty thousand ($1,320,000) dollars of the mortgaged premises, property, rights, privileges and franchises mentioned and set forth in the pleadings and in the said decree of July 13th, 1875, and the Master's report of said sale theretofore made, be and the same were in all things ratified and confirmed, and it appearing to the court that the said Heyman Osterberg had paid to the said Henry W. Bishop, Master as aforesaid, the said sum of thirteen hundred and twenty thousand dollars with twenty-five hundred and two dollars and ninety-one cents ($2,502.91) of interest thereon as required by the previous orders of said court, the said Master was directed in and by said decree of the seventeenth day of May, A. D. 1876, to make, execute and deliver to the said Heyman Osterberg, trustee as aforesaid, the purchaser at said sale, and his assigns, a good and sufficient deed conveying to him and his assigns the property, rights, privileges and franchises so sold and purchased by him, and hereinafter particularly described.

And, Whereas, by said decree of the Seventeenth day of May, A. D. 1876, it was further ordered, adjudged and decreed, that the said Heyman Osterberg, trustee as aforesaid, and his assigns were entitled to succeed to all the estate, rights and privileges of said railroad companies under their respective charters or acts of incorporation and to control, manage and operate the said railroads under said charters and acts of incorporation in the same manner as said railroad companies were authorized by said charters and acts of incorporation to control, manage and operate the same.

And, Whereas, it was by said decree of the seventeenth day of May, A. D. 1876, further ordered, adjudged and decreed that the said Master also include in his deed to the said Heyman Osterberg, the purchaser, the tracts of land hereinafter described as situate in the County of Schuylkill and State of Pennsylvania, which lands, it is stated in said decree, were acquired in satisfaction of a claim of said Rockford, Rock Island

and St. Louis Railroad Company, against one H. H. Boody, existing at the time of sale.

Now, Therefore, this indenture witnesseth that, in pursuance of the orders and decrees of said court hereinbefore set forth and referred to, and in consideration of the said sum of thirteen hundred and twenty-two thousand, five hundred and two dollars and ninety-one cents ($1,322,502.91) in hand paid to said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part as such Master in Chancery aforesaid, hath remised, released and conveyed, and by these presents doth remise, release and convey unto the said party of the second part, trustee as aforesaid, and his assigns all the following described premises, being the premises so as aforesaid by said Master sold in pursuance of said first mentioned decree and particularly described and ordered to be conveyed by said decree of the seventeenth day of May, A. D. 1876.

To-wit: The entire railroad of said Rockford, Rock Island and St. Louis Railroad Company with all branches and tracks, to the coal mines owned or leased by it, and also including all the railroads rights of way, depot grounds, coal lands or other lands, all depots, station houses, engine houses, car houses, freight houses, grain houses, grain elevators, wood houses, coal houses, or other buildings, and all car shops and machine shops; also all kinds of rolling stock or equipments, machinery and tools held for use in connection with said Rockford, Rock Island and St. Louis Railroad, or its coal lands and coal mines including all locomotives, cars, tenders, or other rolling stock and equipments, and all implements, fuel and material for the construction, operating, repairing or replacing the said railroad or any of its branches or in or for operating and working any of its coal mines or any of its equipments; also all franchises connected with or relating to the said railroad, and also all rights, claims and benefits in and to all leases, contracts and agreements made with any parties, owning any coal lands or mineral lands, or railroad or railroads or with any other parties for any other property together with all and singular the tenements and appurtenances thereunto belonging, and the reversions, remainders, tolls, incomes, rents, issues and profits thereof; and also all the estates, rights, titles and interests whatsoever as well at law as in equity of the said Rockford, Rock Island and St. Louis Railroad Company of, in and to the same; also the entire railroad of the Orion and Minersville Railroad Company, with all the franchises, privileges and appurtenances thereto belonging, and all other property, real and personal belonging to said Rockford, Rock Island and St. Louis Railroad Company and Orion and Minersville Railroad Company, or either of them, including the property in the possession of William H. Ferry, the receiver in said cause, at the time of said sale or to which he was then entitled as such receiver as follows: A road from Rock Island Junction to Port Byron Junction, thirty-nine and four-tenths (39-4/10) miles. At Rock Island, five twelfths (5/12) miles. From Colona to Minersville, one and four-tenths (1-4/10) miles. From Orion to Monmouth, thirty-eight and

three-tenths (38-3/10) miles. Branch road from Rock River Junction to coal mines at Cleveland, three and five-tenths (3-5/10) miles. A railroad from Monmouth to Alton Junction, one hundred and sixty-one and six-tenths (161-6/10) miles. A detached road from Keithsburg to Sagetown, which has no connection with any of the other roads, seventeen and nine-tenths (17-9/10) miles.

A joint interest with the Chicago and North Western Railway from Rock Island Junction to Sterling, five and two-tenths (5-2/10) miles. A contract with the Chicago and North Western Railway Company for the joint use of said road between said points, a right of way from Port Byron Junction to Rock Island, a road from Orion to Minersville, a distance of seven and six-tenths (7-6/10) miles. A contract with the Indianapolis and St. Louis Company for the use of its road from Alton Junction to East St. Louis, twenty-one miles, and certain depot privileges and facilities at East St. Louis. A contract with the Chicago and Rock Island Railroad for the use of its track between Colona and Port Byron Junction, and from Port Byron Junction to Rock Island, side tracks, twenty-one and five-tenths (21-5/10) miles. All the depots along the line of what is known as the Rockford, Rock Island and St. Louis Railroad, excepting at Sterling, Rock Island Junction, Port Byron Junction, Colona, Alexandria, Monmouth, Bushnell, Alton Junction and the freight depot at Chapin, car shop, blacksmith shop, machine shop and round house at Beardstown, together with the tools and machinery in said shops, an engine house at Rock Island Junction, Sagetown and Keithsburg.

Sundry supplies on hand averaging fifteen thousand dollars worth.

The following rolling stock: Fourteen (14) first and second class coaches and sleepers.

Fifteen (15) way-cars, six (6) baggage and mail cars, three hundred and ninety-one (391) freight cars, ninety-nine (99) stock cars, ninety (90) flat cars, three hundred and seventeen (317) coal cars, thirty (30) locomotives.

The following real estate in Henry County, Illinois.

Lots one (1), two (2), three (3) and five (5) in Block number ten (10), Cleveland, with four small frame buildings, cut in two by side track to coal mine, grantor's title based on tax deed.

In Green County, Illinois.

The North East quarter (¼) of the North East (¼) of Section thirty-six (36), Town ten (10) of Range ten (10) West of the third (3rd) Principal Meridian.

In Schuyler County, Illinois.

The South East quarter (¼) of Section nineteen (19), Town one (1) North of Range one (1) East of the Fourth (4th) Principal Meridian, containing one hundred and sixty (160) acres.

The fractional South West quarter (¼) of Section twenty (20), Town one (1) North of Range one (1) East of the Fourth (4th) Principal Meridian, containing sixty-five and twenty-one one hundredths (65-21/100) acres. All of fractional Section twenty-nine (29), in Town one (1) North of Range one (1) East of the Fourth Principal Meridian, containing twenty-eight and seventy-seven one-hundredths (28-77/100) acres.

In Cass County, Illinois.

Sand pit, being in the South half (½) of the South East quarter (¼) of Section thirty-five (35), Town eighteen (18), Range twelve (12) West of the Third (3rd) Principal Meridian, containing ten and eighteen one-hundredths (10-18/100) acres.

In Scott County, Illinois.

Sand pit, about one mile from railroad, being in the North West quarter (¼) of the North West Quarter (¼) of Section one (1), Town thirteen (13), Range thirteen (13) West of the Third (3rd) Principal Meridian, containing ten (10) acres.

In Henry County, Illinois.

Paddleford Farm. The East one-half (½) of the North East quarter (¼) of Section four (4), Township seventeen (17) North, Range two (2) East of the Fourth (4th) Principal Meridian, containing eighty (80) acres.

The East one-half (½) of the South East quarter (¼) of Section four (4), Township seventeen (17) North, Range two (2) East of the Fourth (4th) Principal Meridian, containing eighty acres. The West one-half (½) of the North West quarter (¼) of Section three (3), in Township seventeen (17) North, of Range two (2) East of the Fourth (4th) Principal Meridian, containing eighty (80) acres.

Sheppard Farm.

The South West quarter (¼) of Section thirteen (13), Township seventeen (17) North, of Range one (1) East of the Fourth (4th) Principal Meridian, containing one hundred and sixty (160) acres.

The South one-half (½) of the South East quarter (¼) of Section fourteen (14), Township seventeen (17) North, of Range one (1) East of the Fourth (4th) Principal Meridian, containing eighty (80) acres.

The South one-half (½) of the South one-half (½) of the East one-half (½) of the North East quarter (¼) of Section fourteen (14), Township seventeen (17) North, of Range one (1) East of the Fourth (4th) Principal Meridian, containing twenty (20) acres. All in Henry County, Illinois.

In Macoupin County, Illinois.

The West one-half (½) of the West one-half (½) of the North East quarter (¼) of Section thirty-one (31), Township ten (10) North, of Range nine (9) West of the Third (3rd) Principal Meridian, containing forty (40) acres.

The North West quarter (¼) of the North West quarter (¼) of Section thirty-one (31), in Township ten (10) North, of Range nine (9) West of the Third (3rd) Principal Meridian, containing forty (40) acres.

The North East quarter (¼) of the North West quarter (¼) of Section thirty-one (31), Township ten (10) North, of Range nine (9) West of the Third (3rd) Principal Meridian, containing forty (40) acres.

The South East quarter (¼) of the North West quarter (¼) of Section thirty-one (31), Township ten (10) North, of Range nine (9) West of the Third (3rd) Principal Meridian, containing forty (40) acres, making a total in Macoupin County of one hundred and sixty (160) acres.

Lot number six (6) in Block number three (3) in Moor's Addition to the Town of Brighton.

In Rock Island County, Illinois.

That part of Lot five (5) lying South of the railroad, in Block number two (2) in Spencer and Case's Addition to Rock Island.

The North one hundred and twenty (120) feet of Lots numbers three (3) and four (4) in Block number three (3) in Wood's Second Addition to Moline.

The North one hundred and twenty (120) feet of Lot number seven (7) in Block number nineteen (19) in the old town of Moline.

Fractional part of Lots numbers two (2) and three (3) in Block number fifteen (15) in the old town of Moline, lying between the Rockford, Rock Island and St. Louis Railroad and the Chicago, Rock Island and Pacific Railroad.

In Schuylkill County, Pennsylvania, the following premises, to-wit.

Nine undivided sixteenth parts (9/16) (the whole into sixteen parts divided) of all that certain tract or piece of land situate in Barry Township, Schuylkill County, Pennsylvania, bounded as follows; Beginning at a stone a corner in lands of John Moser; thence North sixty-eight (68°) degrees East one hundred and thirty perches to a stone; thence North forty-one degrees East forty perches to a stone; thence South forty-nine degrees East seventy-six perches to a black oak; thence North eighty-one and one-quarter degrees East, eighty perches to a black oak; thence South fifty-eight and one-half degrees East, sixty-five perches to a white oak; thence North eighty-six and one-half degrees three hundred and twelve perches to a post; thence North twenty-one and one half degree West, two hundred perches by land of Harold Kramer and John Moser to the place of beginning, containing three hundred and twenty-three acres, more or less.

And also nine undivided sixteenth parts (9/16) (the whole into sixteen parts divided) of all that tract or certain piece of land situate in Barry Township, Schuylkill County, aforesaid, known as the Henry G. Weaver tract, containing two hundred and forty-seven acres and twenty-seven perches, bounded and described as follows: Beginning at a stone corner

of the Henry G. Weaver tract; thence South forty-eight and one-half degrees East, one hundred and thirty-two perches to a stone; thence North forty-one degrees East, forty perches to a stone; thence South forty-nine degrees East, twenty-nine perches to a stone; thence North sixty-eight and one half degrees East, one hundred and eighty-one and six tenths perches to a stone; thence North eighteen and one-half degrees West, one hundred and ninety-five perches to a stone; thence South sixty-seven and one-half degrees West, two hundred and fifty-eight perches to a stone; thence South forty-four degrees West, seven perches to a stone; thence South forty-nine degrees East, forty perches to a stone; thence South forty degrees west, eighty-three perches to a stone; and the place of beginning.

And also the following described pieces or parcels of land: Blocks numbered one hundred and one (101 and one hundred and four (104) in the City of Beardstown, two strips of land each three hundred feet wide, being one hundred and fifty feet in width on each side of the center line of the main track of the said Rockford, Rock Island and St. Louis Railroad as the same is located and operated over and across and upon the South East quarter of Section (30) North, Range one (1) East of the Fourth Principal Meridian, which pieces or parcels of land constituted part of the right of way and appurtenances of said Rockford, Rock Island and St Louis Railroad.

To Have and to Hold the said premises above described and hereby intended to be granted to said party of the second part, trustee as aforesaid, and his assigns forever.

In Witness Whereof I have hereunto set my hand and seal this eighteenth day of May, A. D. 1876, and of the Independence of the United States the 100th year.

[SEAL] HENRY W. BISHOP,
Master in Chancery of the U. S. Cir. Court,
Northern Dist. of Illinois.

The words "The South East quarter of Section three (3) and were erased before signing" And "as such Master in Chancery aforesaid."

HENRY W. BISHOP,
Master in Chancery of the U. S. Cir. Court,
North. Dist. of Illi.

In presence of
T. W. W. COLE.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

I, Norman Hall, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Henry W Bishop, who is personally know to me to be the same person whose name is subscribed to the annexed Deed of Conveyance, appeared before me this day in person and acknowledged that he, as Master in Chancery, and signed, sealed and

delivered the said instrument of writing as his free act and deed for the uses and purposes therein expressed.

Given under my hand and Notarial Seal this eighteenth day of May, A. D. 1876.

NORMAN HALL,
Notary Public.

[SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WHITESIDE	May 19, 1876	49	226
ROCK ISLAND	May 23, 1876	59	140
HENRY	May 26, 1876	126	65
MERCER	June 8, 1876	27	130
KNOX	June 15, 1876	102	
WARREN	June 22, 1876	61	511
CASS	June 10, 1885	42	260
FULTON	June 19, 1885	139	431
GREENE	July 7, 1885	63	275
JERSEY	July 17, 1885	63	219
MADISON	August 29, 1885	172	71
MACOUPIN	September 10, 1885	D.U.	167
MCDONOUGH	October 12, 1885	58	212
MORGAN	October 31, 1885	37	355
SCHUYLER	December 3, 1885	55	486
SCOTT	December 14, 1885	1	355
HENDERSON	January 26, 1895	48	183

DEED May 18, 1876. Heyman Osterberg to St. Louis, Rock Island and Chicago Railroad Company.

* * * * * * * * * *

This Indenture, made this eighteenth day of May, A. D., 1876, between Heyman Osterberg, trustee, party of the first part, and the St Louis, Rock Island and Chicago Railroad Company, an existing corporation, duly organized under and by virtue of the laws of the State of Illinois, party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of five million, nine hundred and ninety-two thousand dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, transfered and conveyed, and by these presents does grant, transfer and convey unto the said party, of the second part, and to its successors and assigns, forever, the following premises, which premises were conveyed to said party of the first part by Henry W. Bishop, the Master in Chancery of the Circuit Court of the United States for the Northern District of Illinois, on the eighteenth day of May, A. D., 1876, under and in pursuance of the orders and decrees of said Court in a cause depending in said court wherein The Union Trust Company of New York was complainant and The Rockford, Rock Island and St. Louis Railroad Company and others were defendants, to-wit: All the right, title and interest of said party of the first part in and to the Rockford, Rock Island and St. Louis Railroad and the Orion and Minersville Railroad, with

the privileges, franchises and appurtenances belonging to the same as fully and completely as the same were conveyed to the said party of the first part by said Master, which premises are more particularly described as follows, to-wit:

A railroad from Rock Island Junction to Port Byron Junction, thirty-nine and four tenths (39-4/10) miles.

At Rock Island five twelfths (5/12) of a mile.

From Colona to Minersville, one and four tenths (1-4/10) miles.

From Orion to Monmouth thirty-eight and three tenths (38-3/10) miles.

Branch road from Rock River Junction to coal mines at Cleveland, three and five tenths (3-5/10) miles.

Railroad from Monmouth to Alton Junction, one hundred and sixty-one and six tenths (161-6/10) miles.

A detached road from Keithsburg to Sagetown, which has no connection with any of the other roads, seventeen and nine tenths (17-9/10) miles.

A joint interest with the Chicago and North Western Railway from Rock Island Junction to Sterling, five and two tenths (5-2/10) miles, and a contract with said Chicago and North Western Railway Company for the joint use of said road between said points.

A right of way from Port Byron Junction to Rock Island.

A railroad from Orion to Minersville, a distance of seven and six tenths (7-6/10) miles.

A contract with the Chicago and Rock Island Railroad Company for the use of its track between Colona and Port Byron Junction to Rock Island, Side tracks twenty-one and five tenths (21-5/10) miles.

Including herein the rights of way, side tracks, road-beds, superstructures, iron, ties, chairs, splices, bolts, nuts and spikes of said railroads, all the lands, depot grounds, station houses, depots, viaducts, fences, bridges, timber and materials appurtenant to said railroads, all the engine, tenders, cars and machinery, and all other kinds of rolling stock of said railroads or either of them, all the rights, privileges and franchises of said party of the first part relating to said railroads, or either of them and with the authority to operate said railroads as the same were conveyed to said party of the first part by said Master, including herein all machine shops and the implements and tools contained therein or along the lines of said railroads or either of them, although the same may not be herein specifically mentioned, subject, however, to all the liabilities of said railroads or either of them incurred by said party of the first part in the operation or management of the same since the first day of November, A. D. 1875, including the taxes of that year and which are now outstanding.

To Have and to Hold the said premises above conveyed and described with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

HEYMAN OSTERBERG [SEAL]
Trustee.

STATE OF MISSOURI, }
COUNTY OF ST. LOUIS. } SS.

I, Charles A. Fisk, a Notary Public in and for and residing in St. Louis, St. Louis Co., Mo., do hereby certify that Heyman Osterberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this Eighteenth day of May A. D., 1876.

[SEAL]

CHARLES A. FISK,
Notary Public.
St. Louis Co., Mo.

Qualified Jany. 29/73
Expires Jany. 27/77

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County	*Date*	*Book*	*Page*
WHITESIDE	May 19, 1876	49	233
ROCK ISLAND	May 25, 1876	59	147
HENRY	May 29, 1876	126	72
MERCER	June 9, 1876	27	137
KNOX	June 15, 1876	102	92
CASS	June 10, 1885	42	268
FULTON	June 19, 1885	139	426
GREENE	July 7, 1885	63	283
JERSEY	July 17, 1885	63	226
MADISON	August 29, 1885	172	82
MACOUPIN	September 10, 1885	D.U	173
MCDONOUGH	October 12, 1885	58	210
MORGAN	October 31, 1885	37	363
SCHUYLER	December 3, 1885	55	497
SCOTT	December 14, 1885	1	349
WARREN	January 5, 1886	74	365
HENDERSON	January 26, 1895	48	192

ST. LOUIS, ROCK ISLAND AND CHICAGO RAILROAD COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated April 27, 1876 and filed with the Secretary of State May 10, 1876.

The line of the road is designated as follows, to wit:

"The places from and to which it is intended to construct, complete and operate the proposed railroad are from the City of East St. Louis, in the County of St. Clair, State of Illinois, to the City of Rockford, in the County of Winnebago, State of Illinois."

It was organized at Rock Island May 10, 1876, for the purpose of acquiring the railroad property and franchises formerly belonging to The Rockford, Rock Island and St. Louis Railroad Company.

Of date May 18, 1876, it purchased by deed, from Heyman Osterberg, Trustee, the entire railroad formerly belonging to The Rockford, Rock Island and St. Louis Railroad Company, described as follows:

A railroad from Rock Island Jct. to Port Byron Jct., 39.4 miles.

At Rock Island, four tenths of a mile.

From Colona to Minersville, 1.4 miles.

From Orion to Monmouth, 38.3 miles.

Branch road from Rock River Jct. to coal mines at Cleveland, 3.5 miles.

From Monmouth to Alton Jct., 161.6 miles.

From Keithsburg to Sagetown (Gladstone), 17.9 miles.

A joint interest with the Chicago & North Western Railway Company from Rock Island Jct. to Sterling, 5.2 miles, and a contract with said Chicago & North Western Railway Company for the joint use of said road between said points.

A right of way from Port Byron Jct. to Rock Island.

From Orion to Minersville, 7.6 miles.

A contract with the Chicago, Rock Island & Pacific Railway for the use of its track between Colona and Port Byron Jct. to Rock Island, together with side tracks, 21.5 miles.

This company constructed the following connecting main line:

From a connection with this company's line at Colona, Illinois, thence northerly to Barstow, Illinois, a distance (first main) of 2.9 miles, all in Illinois.

From the terminus of this company's line at Port Byron Junction, Illinois, thence westerly to and into the City of Rock Island, a distance (first main) of 7 miles.

The connecting line from Colona to Barstow was built during 1877.

The line from Port Byron Junction into Rock Island was built during 1879.

In 1876 the Chicago, Burlington & Quincy Railroad Company purchased the road from Herman Osterberg who was acting as agent for the Dutch bondholders.

Of date February 1, 1877 (effective October 1, 1876) the road was leased to the Chicago, Burlington & Quincy Railroad Company in perpetuity.

June 1, 1899 it was conveyed to the Chicago, Burlington & Quincy by deed.

ARTICLES OF ORGANIZATION, April 21, 1876, St. Louis, Rock Island And Chicago Railroad Company.

* * * * * * * * *

The undersigned, for the purpose of organizing a railroad corporation under and pursuant to the laws of the State of Illinois, and to purchase, construct, own, maintain, and operate a railroad, do hereby adopt the following articles of incorporation, to wit:

ARTICLE I.

The name of such proposed corporation is, and shall be, the St. Louis, Rock Island and Chicago Railroad Company.

ARTICLE II.

The places from and to which it is intended to construct, complete and operate the proposed railway, are from the city of East St. Louis, in the county of St. Clair and State of Illinois, to the city of Rockford, in the county of Winnebago, and State of Illinois.

ARTICLE III.

The place at which shall be established and maintained the principal business office of said proposed corporation, is the city of Rock Island, county of Rock Island, and State of Illinois.

ARTICLE IV.

The time of the commencement, and the period of the continuance of said proposed corporation, is from the 21st day of April, 1876, to the

21st day of April, 1926, being a period of fifty years, and the period of its existence may be further extended in the manner provided by law.

ARTICLE V.

The amount of the capital stock of such corporation, shall be three million dollars.

ARTICLE VI.

The names and places of residence of the persons forming such corporation, are as follows, to wit:

JOHN M. GOULD, Moline, Ills.
CHARLES H. DEERE, Moline, Ills.
EDWARD D. SWEENEY, Rock Island, Ills.
W. C. BREWSTER, Davenport, Iowa.
GEO. SKINNER, Rock Island, Ills.
WALTER TRUMBULL, Rock Island, Ills.
HEYMAN OSTERBERG, Rock Island, Ills.

ARTICLE VII.

The names of the members of the first board of directors are as follows:

John M. Gould, Chas. H. Deere, Edward D. Sweeney, W. C. Brewster, Geo. Skinner, Walter Trumbull, Heyman Osterberg.

The officers or persons in whom the government of the proposed corporation and the management of its affairs shall be vested, are a board of directors, consisting of seven persons, a president and vice-president, both of whom shall be members of said board.

ARTICLE VIII.

The number of shares of capital stock shall be thirty thousand, and the amount of each share shall be one hundred dollars.

In testimony whereof, we, the undersigned, have hereunto severally subscribed our names this 21st day of April, 1876.

JOHN M. GOULD,
CHARLES H. DEERE,
EDWARD D. SWEENEY,
W. C. BREWSTER,
GEORGE SKINNER,
WALTER TRUMBULL,
HEYMAN OSTERBERG.

STATE OF ILLINOIS, } ss.
ROCK ISLAND COUNTY. }

On this twenty-first day of April, 1876, before me, a notary public in and for said county, personally appeared, John M. Gould, Charles H. Deere, Edward D. Sweeney, W. C. Brewster, George Skinner, Walter Trumbull, & Heyman Osterberg, to me personally known to be the same persons who executed the foregoing articles, and severally acknowledged that they executed the same for the purposes therein set forth.

Witness my hand and notarial seal, this 21st day of April, A. D. 1876.

[SEAL] M. D. MERRILL, *N. P.*

UNITED STATES OF AMERICA,
STATE OF ILLINOIS. } ss.

OFFICE OF SECRETARY.

I, George H. Harlow, Secretary of the State of Illinois, do hereby certify that the within and foregoing Articles of Organization of the St. Louis, Rock Island and Chicago Railroad Company were duly filed for record in this office on the 10th day of May A. D. 1876 at 12 o'clock M. and recorded inclusive of the certificates, thereto attached, in Book No. Two (2) of Railway Incorporations at pages 40 to 46 inclusive.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this Tenth day of May A. D. 1876.

GEO. H. HARLOW,
[SEAL] *Secretary of State.*

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County	*Date*	*Book*	*Page*
ROCK ISLAND	April 21, 1876	1	299
HENRY	April 22, 1876	129	187
WINNEBAGO	April 24, 1876	2	31
OGLE	April 25, 1876	F	79
WHITESIDE	April 25, 1876	70	333
LEE	April 25, 1876	B	576
KNOX	April 26, 1876	102	39
MCDONOUGH	April 26, 1876	2	567
SCHUYLER	April 27, 1876	B	56
FULTON	April 27, 1876	2	6
HENDERSON	April 28, 1876	32	188
WARREN	April 28, 1876	61	479
MERCER	April 29, 1876	27	125
CASS	May 1, 1876	A	153
MORGAN	May 2, 1876	A	443
SCOTT	May 2, 1876	M	333
JERSEY	May 3, 1876	46	127
GREENE	May 3, 1876	A	
ST. CLAIR	May 9, 1876	1	272
MADISON	May 9, 1876	108	249
MACOUPIN	May 10, 1876	C.B.	441

TRUST MORTGAGE, February 1, 1877. St. Louis, Rock Island and Chicago Railroad Company to John N. A. Griswold, et al. Trustees.

* * * * * * * * * *

This Indenture, Made this first (1st) day of February, in the year of Our Lord one thousand eight hundred and seventy-seven (1877), between the St. Louis, Rock Island and Chicago Railroad Company, a corporation duly organized under and in accordance with the laws of the State of

Illinois, a party of the first part, and J. N. A. Griswold, of the State of Rhode Island, and John N. Denison and George Tyson, of the State of Massachusetts, trustees herein, and parties of the second part:

Witnesseth, that whereas the said St. Louis, Rock Island and Chicago Railroad Company is desirous of borrowing money to an amount not exceeding two millions five hundred thousand dollars ($2,500,000), to provide for and fund its outstanding indebtedness, and to complete and equip its road, and has resolved to execute the bond or bonds of said Company therefor, payable in currency, amounting in the aggregate to two millions five hundred thousand dollars ($2,500,000), bearing date October first (1st), one thousand eight hundred and seventy-six (1876), having twenty-five (25) years to run to maturity, and bearing interest at the rate of seven (7) per cent. per annum, payable semi-annually, in currency, on the first (1st) day of April and October in each year, at the office of said Company, in the city of Boston, where both principal and interest are made payable, or at such other place as the said Company may designate for that purpose, which said bonds, if more than one, are to bear the same date, and are to stand equally secured by this Deed of Trust, and are to be numbered consecutively from number one (1) to the highest number which may be issued, inclusive; each of which said bonds is to be authenticated by a certificate, signed by the trustees, or a majority thereof, named in this Deed of Trust; and

Whereas said St. Louis, Rock Island and Chicago Railroad Company is authorized by the statutes of the State of Illinois, and by the approval of its stockholders, at a special meeting called and held in the manner provided by law for that purpose, to borrow said sum of money, and secure the same as herein provided;

Now, Therefore, this Indenture Witnesseth, that the said St. Louis, Rock Island and Chicago Railroad Company, in order to secure the payment of its said bond or bonds, and the interest thereon, and in consideration of the sum of five dollars to it in hand paid by the parties of the second part, at the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and conveyed, and by these presents, doth grant, bargain, sell, transfer and convey to the said parties of the second part, their successors in said trust and assigns, all the following and all the within described property, to-wit:

All the present and in future to be acquired property of said Railroad Company, in and relating to the said railroads, and all the right, title, interest and equity of redemption therein, that is to say:

All the main line and branches of said railroad of said first party now made, or to be made, constructed and to be constructed, extending from Sterling to East St. Louis, and also all the right, title and interest of said party of the first part, in and to what were formerly known as the Rockford, Rock Island and St. Louis Railroad, and the Orion and Minersville Railroad, and a road from Keithsburg to Sagetown, with the privileges, franchises, and appurtenances belonging to the same, and more particularly described as follows, to-wit:

Its railroad extending from Rock Island Junction to Port Byron Junction, thirty-nine and four-tenths (39 4-10) miles.

Its railroad at the city of Rock Island, five-twelfths (5-12) of a mile.

Its railroad from Colona to Minersville, one and four-tenths (1 4-10) miles.

From Orion to Monmouth, thirty-eight and three-tenths (38 3-10) miles.

Its branch road from Rock River Junction to coal mines at Cleveland, three and five-tenths (3 5-10) miles.

Its railroad from Monmouth Junction to Alton Junction, one hundred and sixty-one and six-tenths (161 6-10) miles.

Its detached road from Keithsburg to Sagetown, seventeen and nine-tenths (17 9-10) miles.

Its joint interest with the Chicago and North-Western Railway, in the road from Rock Island Junction to Sterling, five and two-tenths (5 2-10) miles; and a contract for the joint use of said road between said points.

Its right of way from Port Byron Junction to Rock Island.

Its railroad from Orion to Minersville, a distance of seven and six-tenths (7 6-10) miles.

A contract with the Chicago, Rock Island and Pacific Railroad Company, for the use of its track between Colona and Port Byron Junction, and Rock Island.

Side tracks, twenty-one and five-tenths (21 5-10) miles.

Including the rights of way of said described railroads, road-bed, superstructure, iron, ties, chains, splices, bolts, nuts, spikes, and all the lands and depot grounds, station houses, depots, viaducts, bridges, timber and materials and property purchased or to be purchased for the use of said railroads; and all the engines, tenders, cars and machinery, and all kinds of rolling stock now owned or hereafter purchased by said party of the first part, for and to be used upon said railroads; and all the revenues and income of said railroads, and all the franchises and rights of said party of the first part relating thereto, and property acquired by virtue thereof, now in possession, or hereafter to be acquired, including machine shops, tools, implements and personal property used therein or along the line of said railroads.

To Have and to Hold the said railroads and property, and all and singular the said premises and every part thereof, with the appurtenances, unto the said parties of the second part, their successors in said trust and assigns; but for the following purposes and upon the following express trust—that is to say:

In case the said St. Louis, Rock Island and Chicago Railroad Company shall fail to pay the principal, or any part thereof, or any of the interest on said bond or bonds secured or intended to be secured hereby, at any time when and where the same may become due and payable, according to the tenor thereof, and for thirty days thereafter, then and in such case all of said bonds, if more than one, both principal and interest, shall thereupon, at the option of the holders thereof, become due and payable; and at the request of the holders of one-tenth in amount of said bonds, the said parties of the second part, their suc-

cessors in said trust or assigns, may enter into and take possession of all and singular the railroad, premises and property hereby conveyed, and as the attorneys in fact or agents of said first party, by themselves or their agents duly constituted, have, use and employ the same, making from time to time all repairs, alterations, and additions thereto deemed by them necessary or useful, and after deducting the expenses of such use, repairs, alterations and additions, apply the proceeds of said premises to the payment of the principal and interest of all such of said bond or bonds as then remain unpaid, or the said parties of the second part, their successors in said trust or assigns, at their discretion, *may*, and on the written request of the holders of one-tenth in amount of said bonds then unpaid, on being indemnified for all costs and expenses, *shall* cause the said premises to be sold at public auction, at Chicago, in the said State of Illinois, after giving thirty days' notice of the time and place and terms of such sale, by publishing the same in one of the principal newspapers for the time being published in each of the cities of Chicago and Boston, and upon such sale to execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance *in fee simple* for the same, which shall be a bar against the said St. Louis, Rock Island and Chicago Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, title, interest or claim in or to the said premises, or any part thereof.

And the said trustees shall, after deducting from the proceeds of said sale the cost and expense thereof, and of managing the said property, and enough to indemnify and save themselves harmless from and against all liabilities arising from this trust, and their own reasonable compensation, apply so much of the proceeds of said property as may be necessary to the payment of the principal and interest of said bond or bonds remaining unpaid, whether the same may be then due and payable or otherwise; and shall restore the residue thereof to the said party of the first part, its successors and assigns; it being expressly understood and agreed that in no case shall any claims be made or advantage taken of valuation, appraisement, redemption or extension laws, by said party of the first part, its successors or assigns, nor any injunction or stay of proceedings be had, or any process be obtained or applied for by it or them to prevent such entry, sale and conveyance as aforesaid.

It is also hereby agreed and understood that it shall be lawful for the said Railroad Company, party of the first part, or its assigns, to dispose of the current net revenues of said roads hereby conveyed, as it or they shall elect, until default shall be made in the payment of the principal or interest of said bond or bonds, or of some one or more of them.

And the said party of the first part, for itself and its successors, hereby covenants and agrees to execute and deliver any further reasonable and necessary conveyance of the said premises, or any part thereof, to the said parties of the second part, their successors in said trust and assigns, which counsel may advise, for the more fully conveying the said prem-

ises, and carrying into effect the objects and purposes of these presents, and of making them embrace the property and effects so conveyed or intended to be conveyed.

It is hereby mutually agreed that upon the payment of the principal and interest of said bond or bonds, the estate hereby granted to the said parties of the second part shall be void, and the right to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry, or other act.

And it is also hereby mutually agreed that the said parties of the second part, their successors in said trust and assigns, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them when such agent shall have been employed with reasonable discretion, and that the parties of the second part, and their successors in said trust and assigns, shall be entitled to reasonable compensation for their labor and services in the management of said trust.

It is further agreed and understood that the said trustees shall not in any manner be liable or responsible for the acts of each other to which they do not severally assent.

And that in case of the death, mental incapacity or resignation of either of the trustees to act in the matter of said trust, all his right, estate, interest, power, and control in the premises, shall be divested, cease and determine, and the said Railroad Company and the surviving trustee or trustees may mutually agree upon a new trustee to supply the said vacancy, and his appointment shall be endorsed hereon; or failing so to agree, the said party of the first part, or its successors, may, or, in case of its failure to take proceedings therefor for thirty days, the holders of a majority of said bonds may apply to any court in the said State of Illinois, having jurisdiction of the premises, to appoint a new trustee to supply said vacancy; and such new trustee appointed in either of the modes aforesaid, shall become vested for the purposes aforesaid, with all the rights and interests requisite to enable him to execute, with the others, the purposes of this trust, without any further assurance or conveyance of the same.

But should it be desirable or necessary, for any or all of the said parties hereto shall execute and deliver such releases and conveyances as counsel shall advise. It being further expressly understood that the surviving trustee or trustees shall be fully empowered to execute all the purposes of this trust, until said vacancy or vacancies shall be so supplied.

It is also expressly understood and agreed that no bond shall be deemed to be secured by or issued under this mortgage, unless the same is countersigned by a majority of the trustees named herein, or their successors in said trust.

And the said parties of the second part hereby accept the trust created by these presents.

In Witness Whereof, the said St. Louis, Rock Island and Chicago Rail-

road Company has caused its corporate seal to be hereto affixed, attested by its Secretary and its corporate name to be hereto subscribed by its President.

And the said parties of the second part have also hereunto set their hands and seal on the day and year first above written.

The St. Louis, Rock Island and Chicago Rail Road Company

By G. G. HAVEN,
President.

[SEAL]

Attest:
L. O. GODDARD,
Secretary.

J. N. A. GRISWOLD,
J. N. DENISON,
GEORGE TYSON,
Trustees.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered that on this sixth day of Feb'y, A. D. 1877, before me, a Notary Public, residing in the city of New York, county of New York, and State of New York, duly commissioned by the Governor of the State to take acknowledgments and proofs of deeds, and other instruments in writing under seal, personally came G. G. Haven, President of the St. Louis, Rock Island and Chicago Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, who being by me duly sworn, deposes and says, that he resides in the city and county of New York and State of New York; that he is President of the St. Louis, Rock Island and Chicago Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing conveyance is the corporate seal of said Company; that it was affixed by order of said Company, and that he signed his name to said conveyance by like order, as President of said Company, and acknowledged that he executed and delivered the said deed as his free and voluntary act, for the uses and purposes therein set forth; and that the said Company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this sixth day of Feby., A. D. 1877.

[SEAL]

EDWIN F. COREY, JR.
Notary Public.

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County	*Date*	*Book*	*Page*
ROCK ISLAND	March 19, 1877	V	533
MERCER	March 20, 1877	R	280
WHITESIDE	March 20, 1877	49	246
KNOX	March 21, 1877	35	40
HENRY	March 21, 1877	124	392

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County	*Date*	*Book*	*Page*
Warren	March 26, 1877	18	33
McDonough	March 27, 1877	3	138
Fulton	March 29, 1877	105	563
Schuyler	March 29, 1877	D	265
Cass	March 31, 1877	J	512
Henderson	March 31, 1877	7	23
Morgan	April 3, 1877	D.D.	412
Jersey	April 4, 1877	38	628
Scott	April 5, 1877	M	495
Greene	April 5, 1877	B	356
Macoupin	April 16, 1877	C.H.	402
Madison	April 19, 1877	123	638
St. Clair	——	——	——

CONTRACT AND LEASE, February 1, 1877, St. Louis, Rock Island and Chicago Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * * *

This Indenture of Lease and Contract, made this first day of February, A. D. eighteen hundred and seventy-seven (1877), by and between the St. Louis, Rock Island and Chicago Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both corporations organized and existing under the laws of the State of Illinois.

Whereas said first party is authorized, among other things, to construct, complete and operate a railroad from Sterling, in the county of Whiteside, to East St. Louis, in the county of St. Clair, in the State of Illinois, and now owns and is operating the same, as hereinafter described.

And Whereas, for the purpose of providing for and funding its outstanding indebtedness and the completion and equipment of its road, it has executed its bond or bonds for the aggregate sum of two millions five hundred thousand dollars, of the date of October first, 1876, having twenty-five years to run to maturity, bearing interest at the rate of seven per cent. per annum, payable semi-annually; both principal and interest payable in currency, at the office of the second party, in the city of Boston, Mass.; and has secured the payment of the same by a trust mortgage, duly executed by it to J. N. A. Griswold, J. N. Denison and George Tyson, trustees therein, upon its said railroad, extending from Sterling aforesaid to East St. Louis, constructed or to be constructed, together with all its side tracks and branches, rights of way, road-bed, superstructure, grounds, depot buildings, equipment, leases, contracts and all other of its property connected therewith, together with its rights, privileges and franchises belonging thereto; which said trust mortgage

bears even date herewith, and has been duly recorded in the several counties through which said railroad runs; and

Whereas said first party, in order that said railroad may be more fully equipped and efficiently maintained and operated, and the public convenience subserved, and also that means may be provided for the payment of the semi-annually accruing interest on said bonds, it has resolved to enter into the lease, covenants and agreements hereinafter mentioned, and in reference to the subject matter of which the respective parties hereto are fully authorized by the laws of said State of Illinois, and by the action of their respective stockholders to contract as herein stipulated.

Now, Therefore, this Indenture Witnesseth, that the party of the first part, in consideration of the covenants and agreements herein contained, to be kept and performed by said second party, it, the said first party, has granted, demised, leased, assigned and transferred, and by these presents doth grant, demise, lease, assign and transfer unto the said party of the second part, its successors and assigns, subject to the mortgage aforesaid, all the following demised railroad, leases, contracts and other property of said St. Louis, Rock Island and Chicago Railroad Company—that is to say:

Its railroad extending from Rock Island Junction to Port Byron Junction, thirty-nine and four-tenths miles; at Rock Island, five-twelfths of a mile; from Colona to Minersville, one and four-tenths miles; from Orion to Monmouth, thirty-eight and three-tenths miles.

Its branch from Rock River Junction to coal mines at Cleveland, three and five-tenths miles.

Its railroad from Monmouth Junction to Alton Junction, one hundred and sixty-one and six-tenths miles.

Its detached road from Keithsburg to Sagetown, seventeen and nine-tenths miles.

Its joint interest with the Chicago and North-Western Railway Company in the road from Rock Island Junction to Sterling, five and two-tenths miles. And a contract for the joint use of said road between said points.

Its right of way from Port Byron Junction to Rock Island.

Its railroad from Orion to Minersville, a distance of seven and six-tenths miles.

A contract with the Chicago, Rock Island and Pacific Railroad Company, for the use of its track between Colona and Port Byron Junction and Rock Island.

A contract with the Indianapolis and St. Louis Railroad Company, for the use of its road from Alton Junction to East St. Louis, twenty-one miles, and certain depot facilities at East St. Louis; including herein side tracks amounting to twenty-one miles, right of way, road-bed, superstructure, all the lands and depot grounds, station houses, depots, viaducts, fences and material appurtenant to said railroads; all the engines, tenders, cars and machinery, and all other kinds of rolling stock of said railroads, and all the rights, privileges and franchises of said

first party relating to said railroads, or either of them; together with the revenues and income derived or to be derived therefrom, intending hereby to include all machine shops, and the implements and tools containd therein or along the line of said railroads, or either of them, although the same might not be herein specifically mentioned.

To have and to hold the above described railroads, premises and property, with the rights, privileges and franchises appertaining thereto, and the income and revenue to be derived therefrom, unto the said party of the second part, its successors and assigns, from the first day of October last to the end of the chartered existence of said first party, its successors and assigns, being fifty years from the tenth day of May, 1876, and during the extension or extensions, renewal or renewals of the chartered rights and existence of said first party, as hereinafter provided.

And the said first party hereby agrees that during the continuance of this lease and the life of its present charter, it will maintain its corporate organization, by the annual election of directors and officers, and the performance of such other acts as may be required by law for that purpose. And that at the expiration of its present charter, at the request of said second party, its successors and assigns, in case the mortgage herein mentioned in the meantime shall not have been foreclosed, cause its charter to be renewed and extended for another term of fifty years, or for such other period as may at that time be competent, under the provisions of law authorizing such extensions or renewals.

And that it will at that time make, execute and deliver all needful papers, and take all necessary action for that purpose.

And that it will in like manner, on like request, at each successive expiration of its charter—provided always that no foreclosure of said mortgage, or those hereinafter provided for, has taken place—renew and extend the same. And will during all such renewals and extensions of such chartered rights, maintain its corporate organization, so as in effect to make such corporation a continuing one.

Said first party further agrees that it will, at the expiration of its present chartered existence, and at the termination of each renewal and extension thereof, as hereinbefore provided, at the request of said second party, its successors and assigns, in case no foreclosure of said mortgage shall have been had, renew and extend, or cause to be renewed and extended, this lease for the like considerations and stipulations herein mentioned, so as in effect to make the lease of the property herein mentioned, to the party of the second part, its successors and assigns, perpetual.

Said second party, in consideration of the premises, and of one dollar to it paid by the first party, the receipt of which is confessed, does hereby covenant and agree with said first party, its successors and assigns, to take possession of the premises and property hereby demised, not already in its possession, and as of the date of October 1st, 1876, and to pay or cause to be paid, all taxes and assessments that may be lawfully levied, charged or assessed on said demised premises, or any part thereof, during the continuance of this lease and all renewals thereof.

And also at all times to keep said demised road in good order and suitably equipped; to maintain and operate the same in such manner as may be requisite to reasonably accommodate the business of the country through which said demised road passes.

And also in addition thereto to pay an annual rental therefor of one hundred and seventy-five thousand dollars, at its office in the city of Boston, Massachusetts, in the manner following—that is to say:

By paying semi annually the maturing interest on the said two millions five hundred thousand dollars mortgage bond or bonds hereinbefore mentioned, until all of said interest shall have been paid in full. And thereafter, and after the maturity of said bonds, by paying in lawful money interest thereon, at the rate of seven per cent. per annum, payable semi-annually at the same time and place, unless the said bonds are extinguished for foreclosure, or otherwise, until the expiration of the chartered rights of said Company.

Provided, however, that in case a foreclosure of said mortgage shall be had before the maturity of said bond or bonds, or before the expiration of the chartered rights of said Company, then and thereafter this lease shall cease and determine.

But in case no foreclosure of said mortgage shall take place before the expiration of the chartered existence of said Company, and in case a new bond or bonds, at that time secured by mortgages as herein provided, shall be executed and delivered, to take the place of said bond or bonds, then the rental is to be paid by paying and discharging the interest that shall accrue on such new bond or bonds. And in like manner by paying and discharging the interest of successive issues of bonds, as herein provided, so long as no foreclosure shall be had of any of such subsequent and successive mortgages.

It being understood that such foreclosure, whenever it may occur, shall terminate the leases which may be executed as herein provided.

It is further agreed that in case no foreclosure shall have taken place at the termination of the present charter of said Company, then and in case the holders of said bond or bonds shall consent, and said second party in writing shall so elect, said first party having hereby renewed and extended its charter, and executed and delivered another lease as hereinbefore provided, shall make, execute and deliver other bonds or bond in like amount, drawing the same rate of interest, and of like characters as those hereinbefore mentioned, to take the place thereof, or to pay and discharge the same, and to run during the continuance of said renewed charter.

And shall in like manner secure the payment of the same, principal and interest, by a trust mortgage duly executed and delivered on the property herein described, of like character to the one hereinbefore mentioned. And thereafter at each expiration of its renewed charter and lease as contemplated, with the consent of the holders of said bonds, and at the like election of said second party, it shall make, execute and deliver successive bonds or bond and mortgages of like character, to take the place of those previously existing.

But it is expressly agreed that in the meantime, and at no time, shall said first party execute any second mortgage or other mortgages than those hereinbefore mentioned and provided for on the property herein described, or any part thereof.

It is further mutually agreed that in case this lease shall be terminated at any time for any cause, the said first party, its successors and assigns, before it shall be entitled to the possession of said demised premises, or any part thereof, shall pay to said second party, the original cost of all additional construction and new work on said demised premises, and of all permanent improvements made thereon, or on any part thereof, together with interest on all such sums, at the rate of ten per cent. per annum from the time of the payment of such moneys, and from the time of the completion of each item of construction or improvement. And for all such expenditures and payments and the interest thereon, said second party shall have a lien which shall entitle it to the possession and use of said demised premises, and the revenues to be derived therefrom, until the same shall be paid.

It is also mutually agreed that no increase of the capital stock of said first party, now by its charter fixed at three millions dollars, shall be authorized or made by said first party, its successors or assigns, by amendment of its charter or otherwise. And also that the covenants and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof the parties hereto have caused their corporate names to be hereto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

St. Louis, Rock Island & Chicago Railroad Company
By G. G. HAVEN,
President.

[SEAL]
Attest:
L. O. GODDARD,
Secretary.

Chicago, Burlington & Quincy Railroad Company
By ROBERT HARRIS,
President.

[SEAL]
Attest:
A. T. HALL,
Secretary.

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered that on this Sixth day of February, A. D., 1877, before me a Notary Public residing in the City of New York, County of New York, and State of New York, duly commissioned by the Governor of the State to take acknowledgments and proofs of deeds and other instruments in writing under seal, personally

came G. G. Haven, President of the St. Louis, Rock Island and Chicago Railroad Company, who is known to me to be the person whose name is signed to the foregoing instrument, who being by me duly sworn, deposes and says that he resides in the City and County of New York and State of New York, that he is President of the St. Louis, Rock Island and Chicago Railroad Company, that he knows the Corporate seal of said Company, that the seal affixed to the foregoing instrument is the Corporate seal of said Company: that it was affixed by order of said Company, and that he signed his name to said instrument by like order, as President of said Company, and acknowledged that he executed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth: and that the said Company also executed said instrument as its free and voluntary act for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and official seal this Sixth day of February, A. D. 1877.

EDWIN F. COREY, JR.
Notary Public.

[SEAL]

STATE OF ILLINOIS. } ss.
COOK COUNTY. }

I, T. S. Howland, do hereby certify that I am the Secretary of the Chicago, Burlington and Quincy Railroad Company and keeper of its papers, records and seal; that the instrument hereto attached is a true and complete copy of a certain Indenture of Lease and Contract, by and between the St. Louis, Rock Island and Chicago Railroad Company and the Chicago, Burlington and Quincy Railroad Company, dated February 1, 1877, the original of which is in my hands as such keeper.

In Witness Whereof I hereunto set my hand and affixed the seal of said Company this Second day of December, 1919.

T. S. HOWLAND,
Secretary.

[SEAL]

TRUST AGREEMENT, February 1, 1877, New England Trust Company with Chicago, Burlington & Quincy Railroad Company.

This agreement provides for the deposit by the Chicago, Burlington and Quincy Railroad Company, with the New England Trust Company, of bonds of the St. Louis, Rock Island and Chicago Railroad Company amounting to $2,500,000, to secure and provide sinking fund for redemption of an issue of bonds, by the Chicago, Burlington and Quincy Railroad Company amounting to $2,500,000. These bonds are dated Oct. 1, 1876, have twenty-five years to run, bear interest at the rate of five per cent, payable semi-annually, and mature Oct. 1, 1901.

The Chicago, Burlington & Quincy Railroad Company have sold by public proposals, and propose to issue at once, two thousand and two hundred bonds, of one thousand dollars each in currency, to run twenty-five

years, from October 1st, 1876, with five per cent interest, payable semi-annually, at the office of the Company in Boston, Mass., on the first day of April and October of each year: and they propose also to issue and sell, at some future time, three hundred other bonds of the same tenor and date: such bonds as are countersigned by the said Trust Company, and no other, shall be entitled to the benefits of the Sinking Fund, provided by this agreement.

As fast as these Bonds are issued, the Chicago, Burlington & Quincy Railroad Company will place in trust with the New England Trust Company, an equal amount of the registered currency bonds of the St. Louis, Rock Island & Chicago Railroad Company, to run twenty-five years from Oct. 1, 1876, bearing interest at the rate of seven per cent per annum, payable semi-annually, and secured by a First Mortgage, on the said St. Louis, Rock Island & Chicago Railroad.

At the date of the maturity of the semi-annual interest of the St. Louis, Rock Island & Chicago Railroad Bonds, thus placed in the hands of the said Trust Company, and on proper acknowledgement to the Chicago, Burlington & Quincy Railroad Company, the latter Company will pay to the New England Trust Company the difference between the interest on the then outstanding five per cent bonds of the Chicago, Burlington & Quincy Railroad Company, issued under this agreement, and the interest upon the seven per cent bonds of the St. Louis, Rock Island & Chicago Railroad Company, held by said Trust Company in accordance with their agreement.

The total amount of bonds to be issued by each of said Railroad Companies under this agreement, shall not exceed two million, five hundred thousand dollars ($2,500,000).

Said Trust Company, upon the receipt of the amount of such difference in interest, shall immediately advertise, in one or more daily newspapers, published in Boston, Mass., inviting sealed proposals to sell them said bonds of the Chicago, Burlington & Quincy Railroad Company, to the amount of the money in said Sinking Fund uninvested, and shall accept the most favorable offers, provided the price named shall not exceed par and accrued interest, and shall cancel the bonds so purchased.

Whenever the bonds cannot be bought at a price not exceeding par and interest on public proposals, then the Chicago, Burlington & Quincy Railroad Company shall invest the amount of the money held by the New England Trust Company in those, or other securities, and deposit the same with the said Trust Company, provided the said Trust Company do not object to the same as in their opinion unsafe; in which case, the money is to be invested by the Chicago, Burlington & Quincy Railroad Company in said five per cent bonds, at such price as they may think best, or in United States Bonds, or Bonds of either of the New England States, or of the State of New York, New Jersey or of the City of Boston.

The five per cent bonds of the Chicago, Burlington & Quincy Railroad Company, issued in accordance with this Trust and so purchased by the Chicago, Burlington & Quincy Railroad Company, shall be cancelled by the New England Trust Company.

All other securities so purchased, shall be registered as far as practicable, and the same shall be received and held by the New England Trust Company, and the income thereof, together with interest paid on the bonds, shall remain on deposit with the said Trust Company, they allowing interest on the same, at their current rates on deposits, until invested as above, in said five per cent bonds of the Chicago, Burlington & Quincy Railroad Company, or otherwise, as above provided.

In as much as the five per cent bonds of the Chicago, Burlington & Quincy Railroad Company subject to this agreement, were not issued at their date, it is agreed that the first payment into the Sinking Fund shall not be the full difference between the five and seven per cent interest for six months, but only the proportion accrued after the sale and payment for the five per cent bonds.

The cost of advertising, stamps and all other expenses, other than the services of the New England Trust Company, necessary to carry this agreement into effect, except in case of default as hereinafter provided, to be paid by said Chicago, Burlington & Quincy Railroad Company.

No responsibility shall attach to the New England Trust Company, for any of the investments made in accordance with the provisions of this agreement, or in regard to the final redemption of either of said classes of bonds, or the interest thereon, other than as funds come into their hands from the Sinking Fund.

The compensation for said services, to be paid by the said Chicago, Burlington & Quincy Railroad Company to the New England Trust Company, shall be, for the first year fifty cents on each bond so issued by the Chicago, Burlington & Quincy Railroad Company, and twenty-five cents for each and every year thereafter, on each bond so issued, for the remainder of the term of twenty-five years, or until the trust shall have been discontinued, as provided in the last clause of this agreement.

In case of default of the Chicago, Burlington & Quincy Railroad Company to pay their outstanding bonds, or the interest upon the same, for the term of thirty days after becoming due, then upon the request of one-tenth of the holders of said bonds, the said New England Trust Company shall sell at public auction, such portion of the St. Louis, Rock Island & Chicago Railroad Company bonds, or other securities they may have in their possession for said trust, as may be necessary, and pay the proceeds pro rata to the amount of principal and interest upon all the bonds of the said Chicago, Burlington & Quincy Railroad Company, issued under this agreement, remaining unpaid, whether due or otherwise, and after said payment from the proceeds of said sale, shall render the surplus thereof, if any, with the remainder of the bonds to the said Chicago, Burlington & Quincy Railroad Company.

In case of the default of the St. Louis, Rock Island & Chicago Railroad Company, on either principal or interest, or any part thereof, then the said New England Trust Company, shall thereupon, if the said Chicago, Burlington & Quincy Railroad Company, by a vote of its Directors so direct, instead of enforcing said bonds by foreclosure, or otherwise, deliver the whole of the same, or those of them on which default has been made, as

the Chicago, Burlington & Quincy Railroad Company shall elect, to the said Chicago, Burlington & Quincy Railroad Company, upon receiving from it other equivalent full securities to the satisfaction of said Trust Company, for the payment of the Chicago, Burlington & Quincy Railroad Company Bonds, issued under this agreement, and interest upon the same: which securities are to be held and administered by said Trust Company, in the same manner and upon the same trusts as those upon which it holds the St. Louis, Rock Island & Chicago Railroad Bonds.

In case the New England Trust Company perform any services, in consequence of the default of either of the said Railroad Companies, in the payment of either principal or interest on their bonds, then the said New England Trust Company shall receive a reasonable compensation therefor, to be paid out of the proceeds of the trust funds, before payments are made for or on account of interest or principal of said bonds.

It is understood and agreed, that upon the purchase and payment at any time of principal and interest, and cancellation of all the Chicago, Burlington & Quincy five per cent bonds, countersigned under this trust, and upon the payment to the New England Trust Company of all the expenses of this trust as agreed on, the bonds of the St. Louis, Rock Island & Chicago Railroad Company, if any, and the securities and cash remaining with the said New England Trust Company under this trust, shall be paid over to the Chicago, Burlington & Quincy Railroad Company.

In Witness Whereof, the said parties have interchangeably caused their respective corporate seals to be hereto affixed, and this Instrument to be signed, on behalf of said Chicago, Burlington & Quincy Railroad Company, by the Chairman of its Board of Directors, and in behalf of said New England Trust Company by its Actuary, all having been duly authorized hereunto by their respective corporations, as of the day and year first above written.

New England Trust Co.,
[SEAL] *By* JACOB H. LORD,
Actuary.

The Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* J. N. A. GRISWOLD,
Chairman.

Extract from the Records of the Finance Committee of the New England Trust Company.

Voted, that the Actuary be and he hereby is authorized in behalf of the Corporation to sign the Trust Agreement with the Chicago, Burlington and Quincy Railroad Company dated February 1, 1877, to secure the bonds issued by said Company for the purchase of the St. Louis, Rock Island and Chicago Railroad.

A true copy. Attest: N. H. HEUSHMAN,
Secretary of N. E. Trust Co.

APPOINTMENT OF TRUSTEE, March 8, 1886. William J. Ladd, successor to George Tyson, deceased.

The St. Louis, Rock Island and Chicago Railroad Company and John N. Denison and J. N. A. Griswold the surviving Trustees under the

mortgage made by said St. Louis, Rock Island and Chicago Railroad Company to John N. Denison and J. N. A. Griswold and George Tyson, dated February 1, 1877, said George Tyson having deceased and no appointment of a successor having hitherto been made, do hereby, pursuant to the provisions of said mortgage, agree upon and appoint William J. Ladd of Milton, Massachusetts, as the successor in said Trust of said George Tyson, deceased.

In Witness Whereof the said St. Louis, Rock Island and Chicago Railroad Company hereto signs its Corporate name by J. N. A. Griswold its President, thereunto duly authorized by a vote of its Board of Directors passed on the eighth day of March 1886, and the said John N. Denison and J. N. A. Griswold sign their names as surviving Trustees.

St. Louis, Rock Island and Chicago Railroad Company,

[SEAL] *By* J. N. A. GRISWOLD,
President.

Attest:
L. O. GODDARD,
Secretary.

By JOHN N. DENISON,
By J. N. A. GRISWOLD,
The surviving Trustees.

March 26, 1886.

I hereby accept the above appointment as Trustee under the said mortgage. WILLIAM J. LADD.

RECORDED IN ILLINOIS

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KNOX	August 21, 1886	45	477
MCDONOUGH	September 6, 1886	1	88
FULTON	September 15, 1886	146	541
SCHUYLER	September 20, 1886	E	489
CASS	September 23, 1886	R	175
MORGAN	October 2, 1886	B	627
SCOTT	October 8, 1886	A	76
GREENE	December 13, 1886	B	101
JERSEY	December 31, 1886	68	155
MACOUPIN	January 4, 1887	DV	244
MADISON	January 14, 1887	125	453
ST. CLAIR	January 18, 1887	183	632
HENDERSON	January 24, 1887	39	251

RELEASE, January 3, 1912, J. N. A. Griswold et al. to St. Louis, Rock Island and Chicago Railroad Company.

Know All Men by These Presents, That We, J. N. A. Griswold, of the State of Rhode Island, Trustee, and William J. Ladd, Of Milton, of the State of Massachusetts, Successor in Trust to George Tyson, Trustee, (John N. Denison, Trustee, having deceased), in consideration of one

dollar and for other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby remise, convey, release and quit claim unto the St. Louis, Rock Island & Chicago Railroad Company, a corporation duly organized under and in accordance with the laws of the State of Illinois, all the right, title, interest, claim or demand whatsoever we may have acquired, in, through or by a certain mortgage deed bearing date the first day of February, A. D. 1877, and recorded in the Recorder's Office of Rock Island County, in the State of Illinois, as Document No. 11859, in Book 5 of Mortgages, Page 533; and recorded in the Recorder's Office of Cass County in the State of Illinois, as Document No. 3411, in Book "J" of Mortgages, on Pages 512 to 517; and recorded in the Recorder's Office of McDonough County, in the State of Illinois, in Book 3 of Mortgages, on pages 138 to 143; and recorded in the Recorder's Office of Whiteside County, in the State of Illinois, in Book 49, on Page 246, &c: and recorded in the Recorder's Office of Schuyler County in the State of Illinois, as Document No. 6758 in Book "D" of Mortgagees, on Page 265, &c.; and recorded in the Recorder's Office of Scott County, in the State of Illinois, in Book "M" of Mortgages, on Pages 495 to 498; and recorded in the Recorder's Office of Morgan County in the State of Illinois, as Document No. 762, in Book No. "D.D." of Mortgages, Page 412; and recorded in the Recorder's Office of Henry County, in the State of Illinois, in Book 124, Page 392; and recorded in the Recorder's Office of Fulton County in the State of Illinois, as Document No. 66485, in Book 105, Page 563; and recorded in the Recorder's Office of Macoupin County in the State of Illinois, as Document No. 1080, in Book "C.H.", Page 402; and recorded in the Recorder's Office of Mercer County in the State of Illinois, as Document No. 4320, in Book "R" of Trust Deeds, &c., on Page 280; and recorded in the Recorder's Office of Jersey County in the State of Illinois, in Book 38 of Mortgages, Pages 628 to 632; and recorded in the Recorder's Office of Knox County in the State of Illinois, in Book 35 of Mortgages, Page 40; and recorded in the Recorder's Office of Madison County in the State of Illinois, in Book 123 of Records, Pages 638 to 640; and recorded in the Recorder's Office of Warren County in the State of Illinois, as Document No. 76875, in Book 18 of Mortgages, Page 33; and recorded in the Recorder's Office of Henderson County, in the State of Illinois, as Document No. 23095, in Book 7 of Mortgages, Pages 23 to 28; and recorded in the Recorder's Office of Green County in the State of Illinois, in Book "B" of Mortgages, Pages 356 to 360; and recorded in the Recorder's Office of St. Clair County, in the State of Illinois; to the premises therein described together with all the appurtenances and privileges thereunto belonging or appertaining.

In Witness Whereof, we have hereunto set our hands and seals this third day of January, 1902.

J. N. A. GRISWOLD, [SEAL]
Trustee.

WILLIAM J. LADD, [SEAL]
Successor in Trust to George Tyson,
Trustee.

STATE OF RHODE ISLAND, } ss.
COUNTY OF NEWPORT. }

I, Packer Braman, Notary Public, in and for the said County and in the State aforesaid, do hereby certify, that J. N. A. Griswold, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this third day of January, A. D. 1902.

PACKER BRAMAN,
[SEAL] *Notary Public.*

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, Clarence H. Bissell, Notary Public, in and for the said County, in the State aforesaid, do hereby certify, that William J. Ladd, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this fourth day of January 1902.

CLARENCE H. BISSELL,
[SEAL] *Notary Public.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
GREENE	January 14, 1902	82	366
SCHUYLER	January 14, 1902	77	64
WHITESIDE	January 14, 1902	141	607
WARREN	January 15, 1902	36	394
CASS	January 21, 1902	8	7
KNOX	January 22, 1902	K	541
MORGAN	January 23, 1902	65	476
SCOTT	January 25, 1902	B	151
ROCK ISLAND	February 19, 1902	80	30
MACOUPIN	February 20, 1902	G.F.	539
JERSEY	February 24, 1902	98	322
MADISON	February 25, 1902	287	73
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HENRY	February 28, 1902	217	531
MCDONOUGH	March 4, 1902	82	561
MERCER	March 4, 1902	67	353
FULTON	March 18, 1902	233	614
HENDERSON	April 1, 1902	54	356

DEED, June 1, 1899, St. Louis, Rock Island and Chicago Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * * *

This Indenture, Made this first day of June, A. D. 1899, by and between the St. Louis, Rock Island and Chicago Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois,

Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroads in the State of Illinois, to-wit:

Beginning at and within the City of Rock Island, in Rock Island County, and extending thence, via Barstow, southerly, through Monmouth and Beardstown, to East Alton (formerly called Wann), in Madison County, a distance of about two hundred and twenty-six and fifty-seven hundredths (226.57) miles; together with all lands and terminal properties owned by the first party in East St. Louis, St. Clair County; also from Barstow, northeasterly, to Sterling, in Whiteside County, a distance of about forty and forty-four hundredths (40.44) miles; also from Gladstone, in Henderson County, to Keithsburg, in Mercer County, a distance of about seventeen and thirteen hundredths (17.13) miles; and,

Whereas, The railroads of the first party connect with the railroads of the second party, and form therewith continuous and connected lines of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroads, in connection with its own railroads, under a lease in perpetuity, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroads, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroads, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroads, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroads; together

with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroads and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroads, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroads and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroads and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents or Vice-Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

St. Louis, Rock Island and Chicago Railroad Company,

[SEAL] *By* C. I. STURGIS,

Attest: *Vice-President.*

H. W. WEISS,

Secretary.

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* C. E. PERKINS,

Attest: *President.*

T. S. HOWLAND,

Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 14 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared

C. I. Sturgis, Vice-President of the St. Louis, Rock Island and Chicago Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such Vice-President, who, being by me duly sworn, did say that he is Vice-President of the said St. Louis, Rock Island and Chicago Railroad Company; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as Vice-President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such Vice-President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such Vice-President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14 day of June, A. D. 1899.

HERBERT HAASE,

[SEAL] *Notary Public for said County and State.*

STATE OF IOWA, }
COUNTY OF DES MOINES. } SS.

Be it remembered, that, on this 10th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 10th day of June, A. D. 1899.

W. F. MCFARLAND,

[SEAL] *Notary Public for said County and State.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
Knox	June 15, 1899	161	95
Warren	June 15, 1899	94	233
Rock Island	June 16, 1899	112	527
Henry	June 16, 1899	205	255
Madison	June 17, 1899	266	143
St. Clair	June 17, 1899	268	25
Mercer	June 21, 1899	66	441
Henderson	June 22, 1899	48	563
McDonough	June 23, 1899	82	164
Fulton	June 23, 1899	221	570
Schuyler	June 24, 1899	72	277
Greene	June 26, 1899	82	86
Jersey	June 26, 1899	87	559
Macoupin	June 26, 1899	FY	171
Morgan	June 27, 1899	62	90
Cass	June 27, 1899	57	539
Scott	June 27, 1899	8	560
Whiteside	June 30, 1899	154	301

DAVENPORT, ROCK ISLAND AND NORTH WESTERN RAILWAY COMPANY

The Davenport and Rock Island Railway Bridge Company
Davenport and Rock Island Bridge, Railway, and Terminal Company
The Davenport, Clinton and Eastern Railway Company
The Rock Island and Eastern Illinois Railway Company
Davenport, Rock Island and Northwestern Railway Company (Illinois)
Moline and Peoria Railway Company
Davenport, Rock Island and North Western Railway Company (Iowa)

THE DAVENPORT AND ROCK ISLAND RAILWAY BRIDGE COMPANY

This was originally in 1884, a project in the minds of citizens of Davenport and Rock Island, to secure another bridge across the Mississippi River between the two cities, but it remained dormant for about eleven years, or until 1895, when the Articles of the Company were amended to include the words "Railway and Terminal Company," and the purpose was expressed "to build, construct, own, lease or acquire railroads in the State of Iowa and in the State of Illinois."

Nothing was actively done for about three years, or until 1898, when the project enlisted the Burlington and St. Paul Companies. On the part of the St. Paul, the building of the bridge known as "The Crescent Bridge" would give that Company access to Davenport for its east side line, and the building of the joint road between Davenport and Clinton would give it access for its west side line to the industries of Rock Island and Moline.

To the Burlington it gave access to Davenport, and through use of the new joint road between Davenport and Clinton, it

afforded a much shorter line for its east side passenger business between St. Louis and St. Paul.

These considerations of mutual advantage led to the two Companies jointly furnishing the money for the construction of the bridge and railroads, and becoming joint owners of the property and providing for its joint operation under the agreements effective February 27, 1901.

The first Articles are dated January 30, 1884, and the purpose of the Company was stated to be to build a bridge across the Mississippi River at Davenport.

Acts of Congress approved December 19, 1884, and March 3, 1885, were procured, granting the Company the right to build a bridge between Rock Island and Davenport.

January 28, 1895, by resolution of the Stockholders, confirmed in meeting February 11, 1895, the name of the Company was changed to "Davenport and Rock Island Bridge, Railway and Terminal Company," and the Articles were amended so that the Company was authorized "to build, lease or acquire railroads in Iowa and Illinois."

June 10, 1898, the name of this Iowa Company was changed to "Davenport, Rock Island and North Western Railway Company."

Meantime, in 1895, another Company was formed under the general law of Iowa, named "The Davenport, Clinton and Eastern Railway Company," to build a road from Davenport in a northeasterly direction to Clinton, 34.365 miles, which was completed January 8, 1900.

(Note: Until April, 1901, this company connected with the Chicago and North Western Railway at a point approximately 1.30 miles south of the North Western depot at Clinton, Iowa, and used the line of that company under trackage agreement. On April 1, 1901, this company made a connection with the Rock Island Railroad at Clinton and it and its successors used the line of said Rock Island Railroad from said point of connection thence northerly 1.71 miles to the joint Rock Island-Burlington depot at Clinton.)

May 8, 1896, a company named "The Rock Island and Eastern Illinois Railway Company" was organized to build from Rock Island easterly via Moline to Port Byron Junction. This

Company did build a road from Thirty-eighth Street, Rock Island, to the terminus of the Moline and Peoria Railway in East Moline, Illinois, 5.867 miles, completed July 30, 1900.

Of the same date, the stockholders of this Company, by resolution, changed the name to "Davenport, Rock Island and Northwestern Railway Company," an Illinois corporation, of the same name as the Iowa company.

July 30, 1901, this Company conveyed all its property by deed to the "Davenport, Rock Island and North Western Railway Company," the Iowa company.

September 25, 1900, the "Moline and Peoria Railway Company" was organized under the general law of Illinois to build from East Moline to Peoria, and did build from the terminus of the Davenport, Rock Island and Northwestern at East Moline, to the north bank of the Rock River, 6.688 miles, during 1901. This track was used for switching purposes to serve industries at Carbon Cliff and coal mines. July 30, 1901, this Company made a deed of all its property to the Davenport, Rock Island and North Western Railway Company of Iowa.

The Davenport, Rock Island and North Western Railway Company, the Iowa company, continued work on the bridge commenced by the "Terminal" Company, and opened the bridge for travel January 1, 1900. It built a road in Davenport from a connection with the St. Paul Company at Iowa Street, easterly across the bridge and through Rock Island to 17th Street, Rock Island, 3.12 miles, including the bridge, of which 2.085 miles were in Iowa and 1.035 miles in Illinois; and from 17th Street easterly to 38th Street, in Rock Island, 1.45 miles, of which the Company owned 0.72 miles jointly with the C. B. & Q. and leased 0.73 miles from the C. B. & Q.; also 0.34 miles from 17th Street westerly.

In addition, this Iowa Company, by deed dated July 30, 1901, acquired the "Davenport, Clinton and Eastern" from Clinton to Davenport, 34.365 miles, and also the road formerly belonging to the Rock Island and Eastern Illinois to East Moline, 5.867 miles, by deed July 30, 1901; also the line built by the Moline and Peoria Company, 6.688 miles, by deed of the same date.

This made the mileage owned by the Iowa Company, includ-

ing the 0.72 miles owned jointly with the C. B. & Q. at Rock Island, 50.76 miles, of which 36.45 miles are in Iowa, and 14.31 miles in Illinois. This Iowa Company also had the following trackage rights:

At Clinton, Iowa; 1.71 miles of the Chicago, Rock Island & Pacific Railroad, including station facilities at the Rock Island-Burlington station in said city of Clinton.

Belonging to the Chicago, Milwaukee and St. Paul Railway Company in Davenport, Iowa, between Mississippi Avenue and Iowa Street, a distance (first main) of .828 miles.

Main line in Rock Island, Illinois, between Seventeenth Street and Thirty-eighth Street, .735 miles owned by the Chicago, Burlington & Quincy Railroad Company.

(Note: As originally constructed this company used .15 miles of the Rock Island & Peoria Railway—Chicago, Rock Island & Pacific Railroad—between Eleventh and Thirteenth Streets, Rock Island. The use of this trackage was discontinued after November 16, 1901, when this company constructed its own line between the above points.)

February 27, 1901, each of these four Companies executed a joint operating agreement with the Chicago, Burlington & Quincy and the Chicago, Milwaukee & St. Paul, for joint control and operation of the entire property, of which they are joint owners, to-wit: Davenport, Rock Island and North Western Railway Company; Davenport, Clinton and Eastern Railway Company, Davenport, Rock Island and Northwestern Railway of Illinois, Moline and Peoria Railway Company.

THE DAVENPORT AND ROCK ISLAND RAILWAY BRIDGE COMPANY

ARTICLES OF INCORPORATION, January 30, 1884. The Davenport and Rock Island Railway Bridge Company.

The undersigned, James T. Lane, J. W. Green, W. C. Wadsworth, G. H. French, L. A. Ellis, P. L. Mitchell, A. C. Dart, Morris Rosenfield, V. M. Blanding, Charles H. Deere, John M. Gould, H. A. Ainsworth and S. W. Wheelock, hereby associate themselves and become incorporated under the name of "The Davenport and Rock Island Railway Bridge Company," under the provisions of Chapter One (1) Title Nine (9) of the Code of Iowa, and with all the rights, powers and privileges thereby given, for the purpose of erecting, owning, controlling and operating a bridge across the Mississippi river at or near Davenport, in Scott County, Iowa, to form when completed a link in a continuous line of Railway from the State of Illinois into the State of Iowa; and we hereby adopt the following

ARTICLES OF INCORPORATION

ARTICLE 1.

The capital stock shall be the sum of One Million Dollars, represented by Ten Thousand shares or certificates of stock of one hundred dollars each, and shall be paid in installments, as the Board of Directors shall determine.

ARTICLE 2.

The business of the corporation shall be the construction of a bridge across the Mississippi river, at or near the City of Davenport, Iowa, and the owning and operating the same as part of a line of railway; and for this purpose the said Company acquire and hold and own the title to all the real estate necessary for abutments, piers, approaches and tracks leading to or connected with said bridge.

ARTICLE 3.

The business of the corporation shall be managed and conducted by a Board of Thirteen Directors, who shall be elected by the stockholders (each share of stock being entitled to one vote) at the annual meeting to be held at the office of the Company in the City of Davenport, Iowa, on the third Tuesday in January of each year, who shall hold office for one year, and until their successors are elected; and until the first election to be held on the third Tuesday of January, A. D. 1885, the following persons shall constitute the first Board of Directors, viz:—

James T. Lane, W. C. Wadsworth, J. W. Green, G. H. French, L. A. Ellis, Charles H. Deere, John M. Gould, P. L. Mitchell, A. C. Dart, H. A. Ainsworth, S. W. Wheelock, Morris Rosenfield and V. M. Blanding.

The Board of Directors shall elect a President and Secretary and Treasurer, who shall hold office for one year, and until their successors are elected and qualified.

ARTICLE 4.

The highest amount of indebtedness to which the corporation shall at any one time be subject shall not exceed two thirds of the capital stock.

ARTICLE 5.

The private property of the stockholders shall be exempt from corporate debts.

ARTICLE 6.

The corporation may commence to do business as soon as fifty shares of capital stock is subscribed, and shall continue for fifty years from the first (1st) day of January, A. D. 1884.

ARTICLE 7.

The said Board of Directors are hereby authorized to lease said bridge to any Railroad Company that will give satisfactory guarantees that it will operate the same for the transportation of railway cars, in accordance with the requirements of the Act of Congress, hereafter to be passed, granting to this corporation a license to build said bridge.

ARTICLE 8.

The said bridge to be erected shall be a railway bridge for the passage of railway trains and shall be open to all railroads running to Davenport and Rock Island, upon equal terms.

James T. Lane	V. M. Blanding
John W. Green	Morris Rosenfield
W. C. Wadsworth	H. A. Ainsworth
Geo. H. French	P. L. Mitchell
L. A. Ellis	A. C. Dart
S. W. Wheelock	C. H. Deere
J. M. Gould	

Adopted
Jan. 30, 1884.

AN ACT OF CONGRESS, December 19, 1884. To authorize the construction of a bridge across the Mississippi River at Rock Island, Illinois, and Davenport, Iowa, and to establish it as a post-route.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, "That it shall be lawful for the Davenport and Rock Island Railway Bridge Company, a corporation duly created and organized under the laws of the State of Iowa, to build a bridge

across the Mississippi River at Rock Island, Illinois and Davenport, Iowa, as may accommodate the Moline, Rock Island and Southern Railroad, a corporation duly organized under the laws of the State of Illinois, on the east side of said river, and the Davenport, Iowa and Dakota Railroad, a corporation created under the laws of the State of Iowa, on the west side of the river, and for the accommodation of any railroads that are or may hereafter be built, and to lay over said bridge a railroad track for the more perfect connection of any railroad or railroads that are or may be constructed to the said river, on either side thereof at or opposite said point," under the limitations and provisions herein after provided: *Provided,* That Congress may at any time prescribe such rules and regulations in regard to toll and otherwise as may be deemed reasonable.

SEC. 2. That said bridge shall be built with a draw, so as not to impede the navigation of said river; said draw shall be a pivot draw, over the channel of said river usually navigated, and with span giving a clear width of water way of not less than two hundred feet on each side of the central or pivot pier of the draw, and the next adjoining span or spans shall give a clear width of water way of not less than three hundred feet, and said spans shall not be less than three hundred feet, and said spans shall not be less than ten feet above extreme high water mark and not less than thirty feet above low water mark, measured to the bottom chord of the bridge, and the piers of said bridge shall, as nearly as practicable, be parallel with the current of said river: *Provided,* That said draw shall always be opened promptly upon reasonable signal; and said company, or its successors and assigns, shall at all proper times keep and maintain all proper lights on said bridge during nights, so that its presence may always be noticed by vessels and craft navigating the channel of said river. And all plans for the construction of said bridge and approaches thereto must first be submitted to the Secretary of War for his approval, and when the same shall be approved by said Secretary the work thereon may be commenced and prosecuted to completion: *And Provided further,* That said bridge shall be constructed with said aids to the passage of said bridge, in the form of booms, dikes, piers, or other suitable and proper structures for confining the flow of water to a permanent channel and for the guiding of rafts, steamboats, and other water craft safely through the draw and raft spans, as the Secretary of War shall prescribe and order, to be constructed and maintained at the expense of the Company owning said bridge. *And Provided further,* That said bridge shall as nearly as may be, be constructed at right angles with said river or the current thereof: *And Provided further,* That any change in the mode of construction of said bridge shall be first submitted to the said Secretary for his approval, and when approved the said company may then proceed with the construction according to said change: *And Provided further,* That if said bridge, when constructed, shall, in the opinion of the Secretary of War, be a substantial obstruction to the navigation of said river, the said Secretary shall require said company to change the construction thereof so as to avoid any serious and substantial obstruction to the navigation of said river, at the expense of the owners of said bridge.

SEC. 3. That the bridge hereby authorized shall be a lawful structure, and shall be a post-route, upon which no higher charge shall be made for the transportation of the mails of the United States, and the troops and munitions of war, or for passengers or freight passing over said bridge, then the rate per mile paid to railroads and transportation companies leading to said bridge.

SEC. 4. That all railroad companies desiring the use of said bridge shall have and be entitled to equal rights and privileges relative to the passage of railway trains or cars over the same, and over the approaches thereto, upon payment of reasonable compensation for such use; and in case the owner or owners of said bridge and the several railroad companies, or any one of them, desiring such use shall fail to agree upon the sum or sums to be paid, and upon rules and conditions to which each shall conform in using said bridge, all matters at issue between them shall be decided by the Secretary of War, upon a hearing of the allegations and proofs of the parties: *Provided,* That the provisions of section three in regard to charges for passengers and freight across said bridge shall not govern the Secretary of War in determining any question arising as to the sum or sums to be paid to the owners of said bridge by said companies for the use of said bridge.

SEC. 5. That this act shall be subject, except as above mentioned, to the limitations and provisions of an act entitled "An Act to authorize the Construction of a bridge across the Mississippi River at or near the town of Clinton, in the State of Iowa, and other bridges across said river and to establish them as post-roads," Approved April first eighteen hundred and seventy two.

SEC. 6. That the right to alter, amend, or repeal this act is hereby expressly reserved; and the right to require any changes in such structure, or its entire removal, at the expense of the owner thereof whenever Congress shall decide that the public interest requires it, is also expressly reserved.

48th Congress 2' Session, H. R. 6760.

In the Senate of the United States, Dec. 19, 1884.

Passed the House of Representatives, Dec. 19, 1884.

CERTIFICATE, January 23, 1895, The Davenport and Rock Island Railway Bridge Company.

Whereas, By an act of Congress, approved March 3, 1885, entitled "An act to authorize the construction of a bridge across the Mississippi River at Rock Island, Illinois, and Davenport, Iowa, and to establish it as a post route" the Davenport and Rock Island Railway Bridge Company, a corporation existing under the laws of the State of Iowa, * * * was authorized to construct a bridge over the Mississippi River between Davenport, Iowa, and Rock Island, Illinois, upon obtaining the approval by the Secretary of War of such design and drawings and map of location of the said bridge as shall comply with the requirements of the said act:

And whereas, The Davenport, and Rock Island Railway Bridge Company has submitted to the Secretary of War, for his examination and approval,

a design and drawings and a map of the location of a proposed bridge over said river at said place, which comply with the requirements of said act;

Now therefore, This is to certify that the said design and drawings and map of location, which are hereto attached, are hereby approved by the Secretary of War, subject to the following condition:

That the Engineer Officer of the United States Army, in charge of the district within which the bridge is to be built, may supervise its construction, in order that said plans shall be complied with.

Witness my hand this twenty-third day of January 1895.

DANIEL S. LAMONT,
Sec. of State.

[SEAL]

DAVENPORT AND ROCK ISLAND BRIDGE, RAILWAY, AND TERMINAL COMPANY

AMENDMENTS TO ARTICLES OF INCORPORATION, January 28, 1895, Davenport and Rock Island Railway Bridge Company.

Resolved—That the name of this Company be and is hereby changed to the "Davenport and Rock Island Bridge Railway and Terminal Company."

Be it Resolved—That Article Two (2) of the Articles of Incorporation of the Davenport and Rock Island Railway Bridge Company be amended as follows, to wit: That there be added to said Article Two the following—Said Company shall be authorized to build, construct, own, lease or acquire railroads in the State of Iowa and in the State of Illinois; to own, purchase, lease and acquire lands, depots or other buildings, incident or necessary to its business; to acquire, own, or obtain right of way for railroad tracks, depots and switches, in the City of Davenport, Iowa, and in the City of Rock Island, Illinois; to construct, own, lease, and operate a railroad in the State of Iowa, commencing at or near the foot of Perry Street, on the levee, in the City of Davenport, thence westerly along the Mississippi River to or near and adjacent to the city cemetery on the bank of said river in said city; thence southerly (on a bridge to be built by this Company across the Mississippi River at that point) to the boundary line between the State of Iowa and the State of Illinois, there to connect with a line of road running into the City of Rock Island, Illinois.

On motion, duly seconded, the said Resolutions were severally approved and adopted by the unanimous vote of all the stockholders present representing the actual vote of Forty-six (46) shares of stock, and with the written consent of the absentees aforementioned Twenty (20) additional shares, making the consent and concurrence of the vote of sixty-six (66) shares in favor of the resolutions, and negatively, only Five (5) shares not being represented in person or by proxy or written consent.

On motion it was further ordered that the President and Secretary be empowered and directed for and in behalf of this Company to affix their signatures to said amendments, with acknowledgment thereof before a Notary Public in due form of law, and transmit the said amendments duly executed as aforesaid to the Secretary of State of the State of Iowa and to the Recorder of Scott County in said State to be by them severally filed for record and recorded in their respective offices; that when so executed and filed for record the said amendments shall be and are hereby declared to be in full force and effect.

EXTRACT from minutes of stockholders' meeting of January 18, 1898.

Resolved that Article Three (3) of the Articles of Incorporation be amended so to change the number of Directors of this Company from Thirteen (13), as contained in said Articles, to Seven (7); and that the President and Secretary of the Company be and they are hereby authorized and directed to execute the necessary amendment to the Articles of Incorporation as required by law.

Thereupon the President and Secretary of the Company made and executed, in conformity, the following amendment, being in the words and figures following, to-wit:

AMENDMENT TO ARTICLES OF INCORPORATION
of the
Davenport and Rock Island Bridge Railway and Terminal Company.

Know all men by these Presents, that at the regular Annual Meeting of the Stockholders of the Davenport and Rock Island Bridge Railway and Terminal Company, its Articles of Incorporation were amended as follows, to-wit:

"Article Three, of said Articles of Incorporation is modified and amended so as to change the number of Directors from Thirteen (13) to Seven (7)."

In Witness Whereof, the said corporation has caused these presents to be executed, this 18th day of January, 1898, by its President and Secretary, and its corporate seal affixed hereto. W. C. WADSWORTH, *President.*
V. M. BLANDING, *Secretary.*

AMENDMENT TO ARTICLES, June 10, 1898, for change of name, etc.

STATE OF IOWA,
SECRETARY OF STATE.

I, W. S. Allen, Secretary of State of the State of Iowa and keeper of the corporate records of the state, *Do Hereby Certify* that the attached instrument in writing is a true and correct copy of Amendments to Articles of Incorporation of the

Davenport and Rock Island, Bridge, Railway and Terminal Company
changed to
Davenport, Rock Island and North Western Railway Company

of Davenport, Iowa as the same appear of record in this office.

In Testimony Whereof I have hereunto set my hand and affixed the official seal of the Secretary of State of the State of Iowa.

Done at Des Moines this 24th day of January, A. D., 1919.

W. S. ALLEN,
[SEAL] *Secretary of State.*
By R. M. WILLIAMS,
Deputy.

Amendments to Articles of Incorporation
of the
Davenport and Rock Island, Bridge, Railway and Terminal Company.

Know all men by these presents, That by a vote of the stockholders of the Davenport and Rock Island Bridge Railway and Terminal Company, held at the Company's office in the City of Davenport, Iowa, on the 10th

day of June, 1898, the Articles of Incorporation of said Company were altered, amended and changed in the following manner and form to-wit:

FIRST.

The name of said corporation is changed, and said Company shall hereafter be known and designated as the "Davenport, Rock Island and North Western Railway Company."

SECOND.

Article One (1) of the Articles of Incorporation of said Company is changed to read as follows:

"The Capital Stock of said corporation shall be the sum of Three Million (3,000,000) Dollars, divided into shares of One Hundred (100) Dollars each, and shall be paid for as the Board of Directors shall, from time to time, determine."

In Witness Whereof, the said Company has caused these presents to be executed by its President and Secretary, this 29th day of June, A. D. 1898.

Davenport and Rock Island Bridge,
Railway and Terminal Company.
[SEAL] *By* H. B. SCHULER, *Prest.*
E. T. SCHULER, *Secy.*

STATE OF ILLINOIS, }
DUPAGE COUNTY. } ss.

On this 19th day of July, A. D. 1898, before me, a Notary Public in and for said County, appeared H. B. Schuler and E. T. Schuler, to me personally known, who being duly sworn did say that H. B. Schuler is the President, and E. T. Schuler is the Secretary, of the Davenport and Rock Island Bridge Railway and Terminal Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the stockholders of said corporation; and said H. B. Schuler and E. T. Schuler acknowledged said instrument to be the voluntary act and deed of said corporation. Witness my hand and Notarial Seal, the day and year aforesaid.

CHARLES D. CLARK,
[SEAL] *Notary Public* in and for DuPage County, Illinois.

STATE OF IOWA,
SCOTT CO.

Filed for record the 3d day of September A. D. 1898, at 3:03 o'clock P.M. and Recorded in Book "E" of Incorporations page 449.

LON BRYSON,
Recorder.
IGANTIUS SCHMIDT,
Deputy.

STATE OF IOWA, SS.

Filed for record in Office of Secretary of State Sept. 9, A. D. 1898 and Recorded in Book D-3 Page 216.

G. L. DOBSON,
Secretary of State.
By A. C. SMITH,
Deputy.

THE DAVENPORT, CLINTON AND EASTERN RAILWAY COMPANY

ARTICLES OF INCORPORATION, April 2, 1895, The Davenport, Clinton and Eastern Railway Company.

THE STATE OF IOWA,
SECRETARY OF STATE.

I, W. C. Hayward, Secretary of State of the State of Iowa, do hereby certify that the attached instrument of writing is a true and correct copy of Articles of Incorporation of The Davenport, Clinton and Eastern Railway Company, of Davenport, Iowa, as the same appears of record in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Secretary of State of the State of Iowa. Done at Des Moines, the Capital of the State August 9th, 1907.

W. C. HAYWARD,
Secretary of State.
By J. M. JAMIESON,
Deputy.

[SEAL]

Articles of Incorporation
of
The Davenport, Clinton & Eastern Railway Company.

We, whose names are hereto subscribed, do hereby constitute ourselves a body corporate under and pursuant to the provisions of Chapter One (1) Title Nine (9) of the Code of Iowa, and we do hereby adopt, for the government of such body corporate, and management of its business, the following Articles of Incorporation.

ARTICLE I.

The name of this Corporation shall be "The Davenport, Clinton and Eastern Railway Company," and its principal place of transacting business shall be at the City of Davenport, Scott County, State of Iowa.

ARTICLE II.

The general nature of the business to be transacted by this corporation shall be the acquiring, construction, owning, and operating of a line of railway from a terminus in the City of Davenport in a North Easterly direction through the Counties of Scott and Clinton, State of Iowa, to a terminus in or near the City of Clinton, Iowa, and for the purpose of constructing all buildings, branch lines, bridges and other internal improvements, which may be necessary for the completion and operation of said line of railway; including the right to extend said line of railway from either terminus, within the state of Iowa or into other states if desired.

ARTICLE III.

The authorized capital stock of this corporation shall be Five hundred thousand Dollars ($500000.00) to be divided into shares of One hundred Dollars each: and to be paid in at such times as shall be directed by the Board of Directors of this Corporation.

ARTICLE IV.

This corporation shall commence business as soon as these articles are filed for Record in the Recorder's office of Scott County, Iowa, and shall continue for Fifty (50) years.

ARTICLE V.

The affairs of this corporation shall be conducted by a Board of Directors, consisting of Seven persons, which Board shall be elected annually from the stock-holders of this corporation on the first Monday of February of each year, at a meeting of said stock-holders to be held at that time each year at the office of this corporation at said city of Davenport. Said Board of Directors shall elect its President, Secretary and Treasurer, who shall hold office for one year, and until their successors are elected and qualified; and such officers shall qualify as shall be required by said Board of Directors.

And until the election of a Board of Directors in February 1896, the affairs of this corporation shall be conducted by a Board of Three Directors, consisting of the following named persons, to-wit, Loren M. Downs, Daniel A. McGugin and Henry Schnitger; and said Board of three Directors may elect not to exceed four other Directors from the stock-holders of said corporation to constitute with themselves a Board of Directors until the said election in February 1896; and until said election in February 1896, said Loren N. Downs shall act as president, and said Board shall elect a Secretary and Treasurer. And said Board of Directors shall have power to fill any vacancy in its own number or in said offices.

ARTICLE VI.

This corporation shall not at any time subject itself to an indebtedness (excepting its bonded indebtedness) to exceed the sum of Three hundred thousand Dollars ($300000.00).

ARTICLE VII.

The private property of stockholders of this corporation shall be exempt from corporate debts.

In Witness Whereof we have hereunto set our hands this 2nd day of April, 1895.

LOREN N. DOWNS,
DANIEL A. MCGUGIN,
HENRY SCHNITGER.

STATE OF IOWA, } ss.
SCOTT COUNTY. }

On this 2nd day of April A. D. 1895, before me John C. Bills a Notary Public in and for said County, personally came Loren N. Downs, Daniel A. McGugin and Henry Schnitger, to me personally known to be the identical persons whose names are affixed to the above Articles of Incorporation, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year above written.

[SEAL] JOHN C. BILLS, *Notary Public*
In and for Scott County, Iowa.

STATE OF IOWA,
SCOTT COUNTY.

Filed for Record the 3d day of April A. D. 1895 at 3/32 o'clock P. M. and recorded in Book E of Incorporations page 73.

FERD ASCHERMANN, *Recorder.*
IGNATIUS SCHMIDT, *Deputy.*

STATE OF IOWA, ss.

Filed for Record in Office of Secretary of State Apr. 11, A. D. 1895 and Recorded in Book S-2, Page, 399.

W. M. MCFARLAND,
Secretary of State.
C. S. BYRKIT, *Deputy.*

Amendment to Articles of Incorporation of the Davenport, Clinton & Eastern Railway Company.

Know All Men by These Presents, That by vote of the stockholders of the Davenport, Clinton & Eastern Railway Company, at a Special Meeting held at the Company's office, in the City of Davenport, Iowa, on the 9th day of May, A. D. 1899, the Articles of Incorporation of said Company were altered, amended and changed in the following manner and form, to-wit:

Article 3 of the Articles of Incorporation of said Company is changed to read as follows: "The Capital Stock of said Company shall be the sum of One Million, Five Hundred Thousand (1,500,000) Dollars, divided into shares of One Hundred (100) Dollars each, and shall be paid for as the Board of Directors shall determine."

In Witness Whereof, said Company has caused these presents to be executed by its President, this 26th day of May, A. D. 1899.

Davenport, Clinton & Eastern Railway Company,
[SEAL] *By* H. B. SCHULER,
President.

STATE OF IOWA, } ss.
SCOTT COUNTY. }

On this 26th day of May, A. D. 1899, before me, a Notary Public in and for said County, appeared H. B. Schuler, to me personally known, who, being by me duly sworn, did say, that he is the President of the Davenport, Clinton & Eastern Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the stockholders of said corporation; and said H. B. Schuler acknowledged said instrument to be the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal, the day and year aforesaid.

ABNER DAVISON,
[SEAL] *Notary Public* in and for Scott County, Iowa.

RECORDED IN IOWA

County	*Date*	*Book*	*Page*
SCOTT	May 27, 1899	E	519

STATE OF IOWA, ss.

Filed for Record in office of Secretary of State, May 31, A. D. 1899, and Recorded in Book F-3, Page 41.

G. L. DOBSON,
Secretary of State.

THE ROCK ISLAND AND EASTERN ILLINOIS RAILWAY COMPANY

ARTICLES OF INCORPORATION, May 8, 1896, Rock Island and Eastern Illinois Railway Company.

The undersigned for the purpose of organizing a railway corporation under and pursuant to the laws of the State of Illinois, do hereby adopt and sign the following Articles of Incorporation.

First. The name of such corporation is the Rock Island and Eastern Illinois Railway Company.

Second. The place from and to which it is intended to construct said proposed railway are as follows,

Beginning at the most practicable point at or near the South west limits of the Chicago or Lawer addition to the City of Rock Island in the County of Rock Island State of Illinois thence in an easterly direction as nearly as practicable in line with the Mississippi River through the said City of Rock Island, the City of Moline and terminating at or near Port Byron Junction in the State of Illinois and also to take advantage and benefit of all rights and privileges conferred by the laws of the State of Illinois for the acquisition and use of railroad property rights and franchises in the State of Illinois and other States.

Third. The place at which shall be established and maintained the business office of said corporation shall be the City of Rock Island and State of Illinois.

Fourth. The time of the commencement and the period of continuance of such proposed corporation is from the eighth (8th) day of May A. D. 1896, to the eighth (8th) day of May A. D. 1946, being a period of fifty (50) years.

Fifth. The amount of the capital stock of such corporation shall be One Hundred Thousand ($100,000.) Dollars.

Sixth. The name and places of residence of the persons forming such Corporation are as follows,

Names	*Residence*
W. C. Wadsworth	Davenport, Iowa
C. G. Hipwell	Davenport, Iowa
F. P. Blair	Chicago, Ills.
V. M. Blanding	Rock Island, Ills.
John Crubaugh	Rock Island, Ills.

Seventh. The above named incorporators shall constitute the Board of Directors of said Corporation and shall hold their offices until their successors are elected in accordance with the by-laws to be established and government of said corporation and the management of its affairs shall be vested in said Board and a President and Secretary etc.

Eighth. The number of shares of stock shall be One Thousand (1000) amount of each share shall be one hundred ($100) Dollars.

In Witness Whereof, We, the Incorporators aforesaid do hereunto subscribe our names this 8th day of May, A. D. 1896.

W. C. WADSWORTH,
C. G. HIPWELL,
FRANK P. BLAIR,
V. M. BLANDING,
J. CRUBAUGH.

STATE OF ILLINOIS, }
ROCK ISLAND COUNTY. } SS.

On this 8th day of May A. D. 1896, before me a Notary Public in and for said County personally appeared W. C. Wadsworth, C. G. Hipwell, Frank Blair, V. M. Blanding, J. Crubaugh, to me personally known to be the same persons who executed the foregoing articles and they severally acknowledged that they executed the same for the purposes therein set forth.

Witness my hand and Notarial seal this 8th day of May A. D. 1896.

[SEAL]

CHARLES BUFORD,
Notary Public.

Filed for record and recorded as above on May 9th A. D. 1896 at 10:30 o'clock A.M.

W. H. HINRICHSEN,
Sec'y of State.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS, } SS.

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of the Rock Island and Eastern Illinois Railway Company, which was filed for record in this office on the 9th day of May, 1896, at 10:30 o'clock A.M., and recorded in Book No. 15 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 9th day of August A. D. 1907.

JAMES A. ROSE,
Secretary of State.

[SEAL]

DAVENPORT, ROCK ISLAND AND NORTHWESTERN RAILWAY COMPANY (ILLINOIS)

RESOLUTION, July 30, 1900, for change of name.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

This is to certify that the Board of Directors of the Rock Island and Eastern Illinois Railway Company, a corporation organized and existing by virtue of the laws of the State of Illinois (the certificate of its incorporation being recorded in Book No. 15 of Railroad Records in the office of the Secretary of State of the State of Illinois), being desirous of changing the name of said Corporation to the following name, viz: "Davenport, Rock Island and Northwestern Railway Company," did on the 10th day of April A. D. 1900, call a special meeting of the stockholders of such corporation for the purpose of submitting to a vote of such stockholders the question of such a change of name, to be held on the second day of July, A. D. 1900, at the hour of eleven o'clock in the forenoon, at the office of the company in the City of Chicago, Illinois; that said special meeting was called by delivering personally and by depositing in the post office, more than thirty days before the time fixed for such meeting, a notice properly addressed and stamped to each stockholder, signed by a majority of said directors, stating the time, place and object of such meeting; that a general notice of the time, place and object of such meeting was also published for more than three successive weeks in the "Rock Island Argus," a daily secular newspaper of general circulation, printed and published in the City of Rock Island, and in the County of Rock Island, in the State aforesaid, being the County in which the principal business office of said corporation is located; that the first publication of said notice was in the issue of said newspaper of date May first, 1900, and that the same was published in each successive and daily issue of said newspaper up to and including July second, 1900.

It is further certified, that on the second day of July, A. D. 1900, at the hour of eleven o'clock in the forenoon, and at the office of said corporation in the City of Chicago, in the State of Illinois, said special meeting of such stockholders was duly convened and held, at the time and place specified in said notice; that there were present at said meeting, in person or by proxy, all the stockholders of said corporation; that said meeting was by said stockholders adjourned until the thirtieth day of July, A. D. 1900, to convene at the same place and at the hour of eleven o'clock in the forenoon; That said adjourned meeting of such stockholders was duly convened and held at the time and place last aforesaid, at which adjourned meeting all of the stockholders owning and representing all

the capital stock of said corporation, were present in person or by proxy; that at said meeting the question of such change of name of said corporation was in and by the following resolution submitted to a vote of such stockholders, viz:

"*Whereas,* the Board of Directors of this Corporation desire to change its name to the 'Davenport, Rock Island and Northwestern Railway Company';"

"*Therefore, Resolved;* That the name of this corporation be, and the same is, hereby changed to the 'Davenport, Rock Island and Northwestern Railway Company,'"

And it is further certified, that at such meeting each stockholder cast one vote for each share of stock held by him; and all the said stockholders voted for, and votes representing all of the stock of said Corporation were cast for, the adoption of such resolution and for the adoption of the proposed change of name towit: The "Davenport, Rock Island and Northwestern Railway Company," and the President of said corporation being absent from the United States, the said corporation ordered this certificate to be made and verified by its Vice-President, who is acting as the President, and performing all the duties pertaining to such office.

In Witness Whereof, this certificate has been signed in the name of said Corporation by said Vice-President, under the seal thereof, and verified by him, and attested by the Assistant Secretary, the 30th day of July A. D. 1900. Rock Island and Eastern Illinois Railway Company,

[SEAL] *By* JOHN S. KEEFE, *Vice President.*

Attest: O. OWEN, *Assistant Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

John S. Keefe, being duly sworn upon oath, doth day, that he is the Vice President of the Rock Island and Eastern Illinois Railway Company, a corporation organized and existing under the laws of the State of Illinois; that John W. Gates, the President of said corporation is now absent from the United States, and has been so absent for more than thirty days last past; that affiant as such Vice President, is, in the absence of such President, now acting as, and is performing all the duties of, President of said corporation, and affiant further says he has read the foregoing certificate or instrument in writing and knows the contents thereof, and, of his own knowledge, he says the matters and things herein set forth are true as herein stated; and affiant says that he knows the seal of said corporation, and that the seal affixed to the said certificate is the seal of said Corporation.

JOHN S. KEEFE,
Vice President, of Rock Island and Eastern Illinois Railway Company.

Subscribed and sworn to by John S. Keefe, before me this 30th, day of July, A. D. 1900. ALBERT E. DACY,

[SEAL] *Notary Public.*

Filed for record July 31st, 1900, at 9 o'clock A.M.

JAMES A. ROSE,
Sec'y of State.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS, }

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of certificate of change of name of the Rock Island & Eastern Illinois Railway Company to Davenport, Rock Island & Northwestern Railway Company which was filed for record in this office on the 31st day of July, 1900, at 9 o'clock A.M., and recorded in Book No. 17 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 9th day of August, A. D. 1907.

JAMES A. ROSE,
Secretary of State.

[SEAL]

MOLINE AND PEORIA RAILWAY COMPANY

ARTICLES OF INCORPORATION, September 25, 1900, Moline and Peoria Railway Company.

First.—The name of this Corporation shall be "Moline and Peoria Railway Company."

Second.—It is proposed to construct the said Railway from a terminus at or near what is known as East Moline or Port Byron Junction in the County of Rock Island in the State of Illinois running thence into and through the following named counties in the State of Illinois, viz:—Rock Island, Henry, Mercer, Warren, Knox, Fulton and Peoria to a terminus in the City of Peoria in the County of Peoria and State aforesaid; with a branch line extending from the main line at or near the City of Canton, in Fulton County, to the city of Havana in Mason County, in the State aforesaid.

Third.—The principal business office of this Corporation shall be established and maintained at Chicago, Illinois.

Fourth.—The time of the commencement of this Corporation shall be September twenty-ninth (29th) 1900 and continue in force for fifty years.

Fifth.—The amount of the Capital Stock of this Corporation shall be One Hundred Thousand Dollars.

Sixth.—The names and places of residence of the several persons forming this Corporation are:—

Names	*Residence*
Clyde A. Morrison	Chicago, Illinois
Donald H. Mann	Chicago, Illinois
Herbert D. Howe	Chicago, Illinois
Wilton B. Judd	Chicago, Illinois
Gordon J. Murray	Chicago, Illinois

Seventh.—The names of the first Board of Directors are:—

Clyde A. Morrison, Donald H. Mann,
Herbert D. Howe, Wilton B. Judd,
Gordon J. Murray.

And the government of this Corporation shall be vested in Board of Five Directors, President, Vice President and Secretary and Treasurer and such other officers as may be provided by the by-laws or board of directors.

Eighth.—The Capital Stock of this Corporation shall be divided into One thousand shares of the value of One hundred Dollars each.

In Witness Whereof, We have hereunto severally subscribed, our names this 25th day of September A. D. 1900.

CLYDE A. MORRISON,
DONALD H. MANN,
HERBERT D. HOWE,
MILTON B. JUDD,
GORDON J. MURRAY.

STATE OF ILLINOIS, } ss.
COUNTY OF MASON. }

NO. 6451.

This instrument was filed for record in the Recorder's Office of the County aforesaid on the 29th day of September, A. D. 1900, at 12 o'clock M. and recorded in Book 72 of Deeds on Page 207.

H. B. SAMUELL,
Recorder.

[SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
HENRY	September 27, 1900	214	133
PEORIA	September 27, 1900	5	175
ROCK ISLAND	September 27, 1900	4	—
KNOX	September 28, 1900	168	281
MERCER	September 28, 1900	66	—
WARREN	September 28, 1900	94	456
FULTON	September 29, 1900	3	338

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS, }

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of the Moline and Peoria Railway Company which was filed for record in this office on the sixth day of October, 1900, at four o'clock P.M., and recorded in Book No. 15 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 9th day of August A. D. 1907.

JAMES A. ROSE,
Secretary of State.

[SEAL]

DAVENPORT, ROCK ISLAND AND NORTH WESTERN RAILWAY COMPANY (IOWA)

DEED, July 30, 1901, Davenport, Clinton & Eastern Railway Company to Davenport, Rock Island & North Western Railway Company.

Indenture, Made this 30th day of July, A. D. 1901, by and between the Davenport, Clinton & Eastern Railway Company, a corporation, organized and existing under and by virtue of the laws of Iowa, party of the first part, and the Davenport, Rock Island & North Western Railway Company, a corporation, organized and existing under and by virtue of the laws of Iowa, party of the second part.

Whereas, the first party, being thereunto duly authorized by law, is the owner of a certain railroad hereinafter described, in the State of Iowa; and,

Whereas, the railroads of the parties hereto connect and make a continuous railroad, and the second party has offered to purchase the railroad, property and franchises of the first party, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and duly approved by the stockholders owning and holding more than two-thirds in amount of the capital stock of the said companies:

Now, Therefore, This Indenture Witnesseth: That the said first party, for and in consideration of Five Dollars, to it in hand paid, and of the covenants hereinafter contained, by these presents does grant, bargain, sell, convey, assign, and transfer to the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its certain railroad, extending from the City of Clinton, State of Iowa, in a southerly direction along the west bank of the Mississippi River to a point of junction with the railroad of the Chicago, Milwaukee & St. Paul Railway Company near the eastern limits of the City of Davenport in said state near Mississippi Avenue in said City; together with certain side, spur and industry tracks, and the right to use the railroad of the Chicago, Milwaukee & St. Paul Railway Company between Mississippi Avenue to a point near Iowa Street in said City, under and by virtue of a certain agreement between it and the Chicago, Milwaukee & St. Paul Railway Company, and the ordinances in said agreement referred to, which agreement bears date the first day of November, A. D. 1899.

Together with all road-beds, rights of way, telegraph lines, bridges, depot and terminal grounds, and other lands or interest therein; station houses, buildings and structures of whatsoever kind, leaseholds, rights under ordinances or contracts, and licenses; rents, profits, income; and all other property, real or personal, of whatsoever kind and wheresoever situated,

now owned by it or hereafter to be acquired, whether appurtenant to the railroad aforesaid or otherwise; also all rights, powers, privileges, franchises, and immunities, belonging to the said first party, except its franchise to be a corporation.

To Have and To Hold the same to the said second party, its successors and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and that it will assume and discharge all contracts, debts, liabilities, and obligations, of whatsoever kind, of the said first party.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereunto attached and attested by their respective Secretaries, the day and year first above written.

Davenport, Clinton & Eastern Railway Company,
[SEAL] *By* JOSEPH A. CONNELL,
Attest: H. H. FIELD, *Secretary.* *President.*

Davenport, Rock Island & North Western Railway Company,
[SEAL] *By* HENRY R. WILLIAMS,
Attest: H. W. WEISS, *Secretary.* *President.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 30th day of July, A. D. 1901, before me appeared Joseph A. Connell, to me personally known, who, being by me duly sworn, did say that he is the President of the Davenport, Clinton & Eastern Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Joseph A. Connell acknowledged said instrument to be the voluntary act and deed of said corporation.

HERBERT HAASE,
[SEAL] *Notary Public* in and for said
County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 30th day of July, A. D. 1901, before me appeared Henry R. Williams, to me personally known, who, being by me duly sworn, did say that he is the President of the Davenport, Rock Island & North Western Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Henry R. Williams acknowledged said instrument to be the voluntary act and deed of said corporation.

E. C. NETTELS,
[SEAL] *Notary Public* in and for said County and State.

Chicago, July 30, 1901.

Mr. Joseph A. Connell,
President, Davenport, Clinton & Eastern Ry Co.
Chicago, Ill.

Dear Sir:

I have examined and hereby approve description in deed bearing date July 30, 1901, from the Davenport, Clinton & Eastern Railway Company to the Davenport, Rock Island & North Western Railway Company (Iowa).

Yours truly,
W. L. BRECKINRIDGE,
Chief Engineer,
Chicago, Burlington & Quincy R. R. Co.
E. O. REEDER,
Prin. Asst. Engineer,
Chicago, Milwaukee & St. Paul Ry. Co.

RECORDED IN IOWA

County	*Date*	*Book*	*Page*
CLINTON	July 23, 1902	52	274
SCOTT	July 26, 1902	68	399

Entered for taxation in Scott County, Iowa, July 26, 1902.
H. F. J., *Auditor.*

U. S. REVENUE STAMPS $106.50

DEED, July 30, 1901, Davenport, Rock Island & Northwestern Railway Company of Illinois, to Davenport, Rock Island & North Western Railway Company of Iowa.

Indenture, Made this 30th day of July, A. D. 1901, by and between the Davenport, Rock Island & Northwestern Railway Company, a corporation, organized and existing under and by virtue of the laws of Illinois, party of the first part, and the Davenport, Rock Island & North Western Railway Company, a corporation, organized and existing under and by virtue of the laws of Iowa, party of the second part;

Whereas, the first party, being thereunto duly authorized by law, is the owner of a certain railroad hereinafter described, in the State of Illinois; and,

Whereas, the second party is in possession of and operating the railroad of the first party, and the railroads of said parties connect, and form a continuous railroad; and,

Whereas, the second party owns and controls all the capital stock of the first party, and has offered to purchase in fee simple the railroad of the first party, together with all the rights, powers, privileges, franchises, immunities, and other property used in connection therewith or appertaining thereto, upon the terms and conditions hereinafter stated; and,

Whereas, the said sale and purchase, with the terms and conditions thereof, have been agreed upon between the boards of directors of both parties, and approved and confirmed by the stockholders owning more than two-thirds in amount of the capital stock of the respective companies, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said first party, for and in consideration of five dollars, to it in hand paid, and of the covenants hereinafter contained, by these presents does grant, bargain, sell, convey, assign, and transfer to the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its certain railroad, extending from a point near Thirty-eighth Street in the City of Rock Island to East Moline in the State of Illinois; together with certain side, spur and industry tracks, and all the right, title, interest and ownership which it has under and by virtue of a certain agreement between the Rock Island & Eastern Illinois Railway Company (the predecessor of the said Davenport, Rock Island & Northwestern Railway Company of Illinois) and the Chicago, Burlington & Quincy Railroad Company, and certain ordinances therein referred to, which agreement bears date the twelfth day of April, A. D. 1898, in and to the railroad tracks and appurtenant property of said Chicago, Burlington & Quincy Railroad Company, designated and referred to in said agreement as "joint tracks," from a point near the intersection of First Avenue and Twelfth Street in the City of Rock Island, to the "T-rail" monument set in the center line of the main track of said Chicago, Burlington & Quincy Railroad Company, about seventy-nine feet west from the east line of Cable Street or Twenty-ninth Street produced, excepting that part of said railroad property beginning at the west line of Lot Five (5) in Block Two (2) of Spencer & Case's Addition; thence across said lot to the west line of Nineteenth Street; thence across Nineteenth Street to the west line of Block Three (3) in said Spencer and Case's Addition; thence across Block Three (3) and the alley therein to the west line of Twentieth Street; thence across Twentieth Street to Second Avenue; and the right under and by virtue of the aforesaid agreement, which it, the Davenport, Rock Island & Northwestern Railway Company of Illinois, has to use in common with the Chicago, Burlington & Quincy Railroad Company, for the term of Ninety-nine years, the main track and the second track where a second track was then, or might thereafter be constructed, together with such estate appurtenant thereto as is provided for in said agreement, beginning at the west line of Lot Five (5) in Block Two (2) of Spencer & Case's Addition; thence across said Lot; thence across Nineteenth Street; thence across Block Three (3) in said Spencer & Case's Addition, and the

alley therein; thence across Twentieth Street to Second Avenue; and also beginning at the "T-rail" monument aforesaid, about seventy-nine feet west of the east line of Cable or Twenty-ninth Streets produced, to a line drawn at right angles to the railroad track of the Chicago, Burlington & Quincy Railroad Company through a point seven hundred feet west of the face of the parapet wall of the west abutment of the bridge on which the tracks of the Chicago, Burlington & Quincy Railroad Company cross Fifth Avenue in said City, which point is marked by a "T-rail" monument set in the center of the main track of said last named Company, and is shown upon the plat attached to the aforesaid agreement.

Together with all road-beds, rights of way, telegraph lines, bridges, depot and terminal grounds, and other lands or interest therein, station houses, buildings and structures of whatsoever kind; leaseholds, rights under ordinances, or contracts, and licenses; rents, profits, income; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by it, or hereafter to be acquired, whether appurtenant to the railroad aforesaid or otherwise; also all rights, powers, privileges, franchises, and immunities, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and that it will assume and discharge all contracts, debts, liabilities, and obligations, of whatsoever kind, of the first party.

And, to the end that the second party may have, hold, use, exercise and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforsesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

Davenport, Rock Island & North Western Railway Company,
[SEAL] *By* CHARLES V. CARPENTER, *President.*
Attest: W. R. MORRISON, *Secretary.*

Davenport, Rock Island & North Western Railway Company,
[SEAL] *By* HENRY R. WILLIAMS, *President.*
Attest: H. W. WEISS, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that on this 30th day of July, A. D. 1901, before me, a Notary Public in and for said county and state, personally appeared Charles V. Carpenter, President of the Davenport, Rock Island & Northwestern Railway Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to and who executed the foregoing instrument as such President, who, being by me duly sworn, did say that he is the President of the said Davenport, Rock Island & Northwestern Railway Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said Charles V. Carpenter acknowledged the said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 30th day of July, A. D. 1901.

HERBERT HAASE,
[SEAL] *Notary Public* for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that on this 30th day of July, A. D. 1901, before me, a Notary Public in and for said County and State, personally appeared Henry R. Williams, President of the Davenport, Rock Island & North Western Railway Company, a corporation organized and existing under the laws of the State of Iowa, personally known to me and to be the same person whose name is subscribed to and who executed the foregoing instrument as such President, who, being by me duly sworn, did say that he is the President of the said Davenport, Rock Island & North Western Railway Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said Henry R. Williams acknowledged the said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 30th day of July, 1901.

E. C. NETTELS,
[SEAL] *Notary Public* in and for said County and State.

Chicago, July 30, 1901.

Mr. Chas. V. Carpenter,
President, D. R. I. & N. W. Ry. Co.
Chicago, Ill.

Dear Sir:

I have examined and hereby approve description in deed bearing date July 30, 1901 from the Davenport, Rock Island & Northwestern Railway Company (of Illinois) to the Davenport, Rock Island & North Western Railway Company (of Iowa).

Yours truly,
W. L. BRECKINRIDGE, *Chief Engineer,*
Chicago, Burlington & Quincy R. R. Co.
E. O. REEDER, *Prin. Asst. Engineer,*
Chicago, Milwaukee & St. Paul Ry. Co.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
ROCK ISLAND	July 23, 1902	124	259

DEED, July 30, 1901, Moline & Peoria Railway Company to Davenport, Rock Island & North Western Railway Company of Iowa.

Indenture, Made this 30th day of July, A. D. 1901, by and between the Moline & Peoria Railway Company, a corporation, organized and existing under and by virtue of the laws of Illinois, party of the first part, and the Davenport, Rock Island & North Western Railway Company, a corporation, organized and existing under and by virtue of the laws of Iowa, party of the second part;

Whereas, the first party, being thereunto duly authorized by law, is the owner of a certain railroad hereinafter described, in the state of Illinois; and,

Whereas, the second party is in the possession of and operating the railroad of the first party, and the railroads of said parties connect, and form a continuous railroad; and,

Whereas, the second party owns and controls all the capital stock of the first party, and has offered to purchase in fee simple the railroad of the first party, together with all the rights, powers, privileges, franchises, immunities, and other property used in connection therewith or appertaining thereto, upon the terms and conditions hereinafter stated; and,

Whereas, the said sale and purchase, with the terms and conditions thereof, have been agreed upon between the boards of directors of both parties, and approved and confirmed by the stockholders owning more than two thirds in amount of the capital stock of the respective companies, in manner and form as required by law;

Now, Therefore, This Indenture Witnesseth: That the said first party, for and in consideration of five dollars, to it in hand paid, and of the covenants hereinafter contained, by these presents does grant, bargain, sell, convey, assign, and transfer to the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its certain railroad, beginning at East Moline, thence extending in an easterly and southerly direction to a point near Rock River, a distance of about six and one half (6½) miles, in Rock Island County, state of Illinois:

Together with all road-beds, rights of way, telegraph lines, bridges, depot and terminal grounds, and other lands or interest therein; station houses, buildings and structures of whatsoever kind; leaseholds, rights under ordinances, or contracts, and licenses; rents, profits, incomes; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by it or hereafter to be acquired, whether appurtenant to the railroad aforesaid or otherwise; also all rights, powers, privileges, franchises, and immunities, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and that it will assume and discharge all contracts, debts, liabilities, and obligations, of whatsoever kind, of the said first party.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

Moline & Peoria Railway Company,
[SEAL] *By* JOSEPH A. CONNELL, *President*
Attest: W. R. MORRISON, *Secretary*

Davenport, Rock Island & North Western Railway Company,
[SEAL] *By* HENRY R. WILLIAMS, *President*
Attest: H. W. WEISS, *Secretary*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Be it remembered, that on this 30th day of July, A. D. 1901, before me, a Notary Public in and for said county and state, personally appeared Joseph

A. Connell, President of the Moline & Peoria Railway Company, a corporation organized and existing under the laws of the state of Illinois, personally known to me and to be the same person whose name is subscribed to and who executed the foregoing instrument as such President, who, being by me duly sworn, did say that he is the President of the said Moline & Peoria Railway Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said Joseph A. Connell acknowledged the said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 30th day of July 1901.

HERBERT HAASE,
[SEAL] *Notary Public* for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that on this 30th day of July A. D. 1901, before me, a Notary Public in and for said county and state, personally appeared Henry R. Williams, President of the Davenport, Rock Island & North Western Railway Company, a corporation organized and existing under the laws of the state of Iowa, personally known to me and to be the same person whose name is subscribed to and who executed the foregoing instrument as such President, who, being by me duly sworn, did say that he is the President, of the said Davenport, Rock Island & North Western Railway Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said Henry R. Williams acknowledged the said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 30th day of July 1901.

E. C. NETTELS,
[SEAL] *Notary Public* for said County and State.

Chicago, July 30, 1901

Mr. James A. Connell,
President Moline & Peoria Ry. Co., Chicago, Ill.

Dear Sir:

I have examined and hereby approve the description in deed dated July 30, 1901, of the Moline & Peoria Railway Company to the Davenport, Rock Island & North Western Railway Company (of Iowa).

Yours truly,
W. L. BRECKINRIDGE, *Chief Engineer,*
Chicago, Burlington & Quincy R. R. Co.
E. O. REEDER, *Prin. Asst. Engineer,*
Chicago, Milwaukee & St. Paul Ry. Co

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
ROCK ISLAND	July 23, 1902	124	253

OPERATING AGREEMENT, February 27, 1901, with Chicago, Milwaukee & St. Paul Railway Company and Chicago, Burlington & Quincy Railroad Company.

This Agreement, made this twenty-seventh day of February, A. D. 1901, between the Davenport, Clinton & Eastern Railway Company, a corporation of Iowa; the Davenport, Rock Island & North Western Railway Company, a corporation of Iowa; the Davenport, Rock Island & Northwestern Railway Company, a corporation of Illinois, and the Moline & Peoria Railway Company, a corporation of Illinois, parties of the first part; the Chicago, Milwaukee & St. Paul Railway Company, a corporation of the State of Wisconsin, party of the second part, and the Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois, party of the third part;

Witnesseth:

(a) The Davenport, Clinton & Eastern Railway Company owns a line of railroad extending from the City of Clinton, State of Iowa, in a southerly direction along the west bank of the Mississippi River to a point of junction with the railroad of the Chicago, Milwaukee & St. Paul Railway Company near the eastern limits of the City of Davenport in said State near Mississippi Avenue in said City; together with certain side, spur and industry tracks, rights of way, depot grounds, yards and terminal facilities and the right to use the railroad of the Chicago, Milwaukee & St. Paul Railway Company between Mississippi Avenue to a point near Iowa Street in said City, under and by virtue of a certain agreement between it and the Chicago, Milwaukee & St. Paul Railway Company, and the ordinances in said agreement referred to, which agreement bears date the first day of November, A. D. 1899.

(b) The Davenport, Rock Island & North Western Railway Company of Iowa owns a line of railroad extending from Iowa Street in the City of Davenport to a point near Seventeenth Street in the City of Rock Island, State of Illinois, together with a bridge across the Mississippi River,

and certain side, spur and industry tracks, rights of way, depot grounds, yards and terminal facilities, and the right to use a certain portion of the railroad of the Rock Island & Peoria Railroad Company in the City of Rock Island, under a certain agreement between that Company and the Davenport, Rock Island & Northwestern Railway Company, bearing date the twenty-second day of April, 1899.

(c) The Davenport, Rock Island & Northwestern Railway Company of Illinois (formerly the Rock Island & Eastern Illinois Railway Company) owns a line of railroad from a point near Thirty-eighth Street in the City of Rock Island to East Moline in the State of Illinois, together with certain side, spur and industry tracks, rights of way, depot grounds, yards and terminal facilities, and under and by virtue of a certain agreement between the aforesaid Rock Island & Eastern Illinois Railway Company, and the said Chicago, Burlington & Quincy Railroad Company and certain ordinances therein referred to, which agreement bears date the twelfth day of April, A. D. 1898, it owns in common with the said Chicago, Burlington & Quincy Railroad Company the railroad tracks and appurtenant property, designated and referred to in said agreement as "joint tracks" from a point near the intersection of First Avenue and Twelfth Street in the City of Rock Island, to the "T-rail" monument set in the center line of the main track of said Chicago, Burlington & Quincy Railroad Company, about seventy-nine feet west from the east line of Cable Street or Twenty-ninth Street produced, excepting that part of said railroad property beginning at the west line of Lot five (5) in Block Two (2) of Spencer & Case's Addition; thence across said lot to the west line of Nineteenth Street; thence across Nineteenth Street to the west line of Block Three (3) in said Spencer & Case's Addition; thence across Block Three (3) and the alley therein; to the west line of Twentieth Street; thence across Twentieth Street to Second Avenue; and under and by virtue of the aforesaid agreement, it, the Davenport, Rock Island & Northwestern Railway Company of Illinois, has the right to use in common with the Chicago, Burlington & Quincy Railroad Company, for the term of ninety-nine years, the main track and the second track where a second track was then, or might thereafter be constructed, together with such estate appurtenant thereto as is provided for in said agreement, beginning at the west line of Lot Five (5) in Block Two (2) of Spencer & Case's Addition; thence across said Lot; thence across Nineteenth Street; thence across Block Three (3) in said Spencer & Case's Addition, and the alley therein; thence across Twentieth Street to Second Avenue, and also beginning at the "T-rail" monument aforesaid, about seventy-nine feet west of the east line of Cable or Twenty-ninth Streets produced, to a line drawn at right angles to the railroad track of the Chicago, Burlington & Quincy Railroad Company through a point seven hundred feet west of the face of the parapet wall of the west abutment of the bridge on which the tracks of the Chicago Burlington & Quincy Railroad Company cross Fifth Avenue in said City, which point is marked by a "T-rail" monument set in the center line of the main track of said last named Company, and is shown upon the plat attached to the aforesaid agreement.

(d) The Moline & Peoria Railway Company, owns a line of railroad from East Moline, Illinois, to a point near Rock River, about six and one-half miles in length, together with certain side, spur and industry tracks, rights of way, depot grounds, yards and terminal facilities.

(e) The railroads of the parties of the first part, aggregating about fifty miles in length, are now being operated under the name of the Davenport, Rock Island & North Western Railway Company, of Iowa, and the parties of the first part propose to continue to operate said railroads and to grant to the parties of the second and third part, the joint and equal right to run their own engines, cars and trains of all classes, and to transact thereby and with their own employes all such business as is usually carried on by railroad companies, over and upon said railroads, and for the purpose aforesaid to use jointly with the parties of the first part, the terminals, and terminal facilities in any wise owned, controlled or operated by said parties of the first part, or any of them.

(f) In consideration of the premises, and of the sum of One Dollar by each to the other paid, the receipt whereof is by each hereby acknowledged, and in further consideration of the benefits and advantages which each expects to derive from this agreement, and their mutual and dependent covenants herein contained, the parties hereto have agreed, and do hereby agree, each with the others, as follows, to wit:

ARTICLE I.

SECTION 1. The parties of the first part hereby severally grant to the parties of the second and third part, the joint possession and use (in common with the parties of the first part) of all and every portion of the railroads and appurtenant property hereinbefore described, together with like possession and use of all the side, spur and industry tracks, yards and terminal facilities of every kind and description, owned or used by said parties of the first part, and all such other railroads, rights of way, terminal or other facilities which said parties of the first part, or any of them, may at any time hereafter acquire; together with all improvements and betterments upon the railroads and premises, the use of which is hereinabove granted.

The railroads and premises referred to in this Section, are shown in red color on the plat, marked "Exhibit A," hereto attached, and made a part hereof.

SECTION 2. The parties of the first part hereby severally covenant and agree that the parties of the second and third part may, at all times during the term of this agreement, and by and with their (the second and third parties) own employes and equipment, transact over and upon, and by means of any or all of the aforesaid railroads and facilities, all such business as is usually carried on by railroad companies, jointly and in common with the parties of the first part, subject only to the terms and conditions hereinafter contained.

SECTION 3. The parties of the first part hereby further severally covenant and agree to maintain, at all times, and keep in reasonable condition

and repair, all the railroads, property and premises, the joint use of which is hereby granted to the second and third parties; to pay when and as the same become due and payable, all taxes and assessments which may be lawfully levied thereon, or on any part thereof; comply with all the regulations prescribed by law for the safety of the public; and to keep insured against damage or destruction by fire, all warehouses and like perishable property, to the maintenance, repairs and renewals of which the parties of the second and third part are, under the terms hereof, obligated to contribute.

SECTION 4. The parties of the first part hereby further severally covenant and agree to order and direct the movement of all engines, cars and trains, on any and every part of said railroads, under such reasonable rules and regulations, usual and customary among railroads, as they may from time to time adopt; that time schedules, so far as they relate to the trains of the parties of the second and third part, shall be prepared with the assent of the General Managers thereof, and said trains shall have equal rights, except that passenger trains shall have preference over trains of an inferior class; that in and upon the aforesaid railroads and premises, the parties of the second and third part, shall, in every respect have the same rights and privileges in the transaction of their business, as the parties of the first part respectively possess and enjoy.

ARTICLE II.

The foregoing grants, covenants and agreements of the parties of the first part, are made and with the parties of the second and third part, on the following express conditions:

SECTION 1. The parties of the second and third part shall each repay to the parties of the first part, one-half of all the taxes and assessments which are lawfully levied and assessed upon the railroads and property herein mentioned and paid by the parties of the first part, as hereinbefore provided; and that they, the parties of the second and third part, likewise agree that each will repay to the parties of the first part, or to such of them as shall make the payments, one-half of all the payments hereafter made by them or any of them, to the parties of the second and third part, and to the Rock Island & Peoria Railroad Company, under the agreements hereinbefore in subdivisions "a," "b" and "c" of this agreement referred to, on account of taxes and assessments, and the right to use the railroad tracks and property as provided for in said agreements. The remaining payments which the parties of the first part shall make under said agreements for maintenance, operation, etc., shall be repaid to them or such of them as shall make the payments, by the parties of the second and third part, on the basis of wheelage, as provided for in Section 2 of Article II of this agreement.

SECTION 2. The parties of the second and third part shall also pay their pro-rata proportion on a wheelage basis, of the cost actually incurred in the maintenance and operation (including insurance, management and superintendence) of the railroad property, the right to use which jointly with the parties of the first part, is granted in and by Article I; but in ascertaining the amount to be paid by them respectively, the earnings of the parties of the first part shall first be applied to and deducted from the total or actual

cost incurred in the maintenance and operation of said railroads and property: *Provided, always*, that neither the party of the second part nor the party of the third part, shall, during any calendar year, pay less than fifteen (15) per cent of the amount payable for the maintenance and operation of the railroads and property herein mentioned, whether it uses said property or not.

SECTION 3. The term "wheelage" as used in the next preceding section, shall be taken to mean the number of engines and cars handled on the railroads of the parties of the first part, by all the parties hereto, whether using the whole or any part thereof. In computing wheelage, each engine with tender shall, in all cases, be counted as one car.

SECTION 4. The parties of the second and third part shall make all the payments in this Article II required of them to be made, within twenty (20) days after the rendering of proper bills therefor, and such bills shall be rendered as soon as may be after the first of each month.

ARTICLE III.

The party of the second part and the party of the third part, each for itself, hereby accepts all the covenants and agreements of the parties of the first part, set out in this agreement, subject to all the terms and conditions therein specified; and in consideration thereof, each covenants, promises and agrees to and with the parties of the first part, and to and with each other, as follows, to wit:

SECTION 1. Each will make all the payments hereinabove required of each to be made, at the times and in the manner prescribed therefor.

SECTION 2. Each will, at all times, strictly keep and perform each and all of the other terms and conditions contained in this agreement on its part to be performed.

ARTICLE IV.

It is mutually understood and agreed by and between the parties of the first part, and the parties of the second and third part, as well as between the parties of the second and third part, as follows, to wit:

SECTION 1. The parties of the first part shall, and agree that they will keep accurate books of account, showing in detail all the expenses in any wise pertaining to the railroad and premises, the joint use of which is hereinbefore granted to the parties of the second and third part, and the wheelage (as defined in Section 2 of Article II), of all engines and cars run or handled thereon by each and all the parties using the same, and will render to each of the parties of the second and third part, monthly statements in detail, of all the items aforesaid; and said books so far as they relate to said matters, shall be open during usual business hours, to the inspection of the General Manager or other person duly authorized by him, of the parties of the second or third part.

SECTION 2. The parties of the first part shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the roadways, tracks, structures and appliances of and pertaining to the railroad and premises which the parties of the second and third part are in and by Article I granted the right to use; and all the employes of the

parties of the first part (except enginemen and trainmen) employed in maintaining, repairing and operating said railroads and premises, or any part thereof, or in dispatching, giving orders for or directing the movements of trains, shall, for the purposes of this agreement be deemed and taken to be joint employes of all the parties hereto.

SECTION 3. Neither of the parties of the second or third part shall, by reason of any defects in said roadways, tracks, structures or appliances, or by reason of the failure or neglect of the parties of the first part or any of them, to repair said defects, have or make against them, or either of them, any claim or demand for any loss, damage or injury whatsoever arising from such defects, neglect or failure; but in case the parties of the first part, or any of them, shall fail, to repair any defect within a reasonable time after either the parties of the second or third part has given written notice to them or any of them, specifying the defect and requesting that it be repaired, then the parties of the second and third part, or either of them shall have the right to make the necessary repairs at once, and the parties of the first part shall and will pay the cost thereof.

SECTION 4. Each of the parties hereto shall and will, at all times, assume, bear, settle and pay all loss, cost, damage or injury which its property, or property in its custody, or its employes or passengers may suffer while the said parties are running their respective engines, cars or trains upon or over any of the railroads or premises, the use of which is granted by Article I hereof; no matter how much loss, damage or injury may occur; provided, however, and the said parties, and each of them, expressly covenant and agree with each other, that in case of a collision between their respective engines, cars or trains, caused by negligence of enginemen or trainmen, while on any of the railroads or premises aforesaid, the party whose employes are at fault shall be responsible for, and shall settle and pay the entire loss and damage caused thereby; and in case such collision is caused by the fault of the train employes of more than one of the parties hereto, or by the fault of a joint employe, each party shall bear and pay all the loss and injury which its own property, or property in its custody, or its employes or passengers may suffer in consequence thereof.

SECTION 5. Except as hereinbefore provided, each of said parties shall, and will at all times assume, bear and pay all loss, damage or injury which its engines, cars or trains may do to third persons, or to the property of third persons, and each shall and will at all times, and does hereby indemnify the other against all claims or demands for or on account of any loss or damage which each has hereinabove agreed itself to assume and bear.

SECTION 6. In case of any injury or damage to persons or property caused by the operation of trains over and upon the railroads and premises embraced in this agreement, and it cannot be determined which party operated the train by which such injury or damage was caused, the cause thereof shall be regarded as concealed and the compensation, if any, made for such injury or damage, shall be apportioned to and paid by the parties hereto, on the basis of wheelage for the month in which such injury or damage occurred.

SECTION 7. In case suit shall be commenced against the parties of the first part, or any of them, founded upon any damage or injury done by the engines, cars or trains of either the party of the second or third part, while the same are on any of the tracks, the use of which is hereby granted, the parties of the first part, or any of them, may give notice thereof to the parties of the second and third part, or either of them as the case may be, and thereupon they or either of them, shall assume the defense of said suit, and shall and will save and hold the parties of the first part harmless from all loss or cost by reason thereof.

SECTION 8. Any officer or employe of the party of the first part, engaged in the operation of any part of the premises, jointly occupied and used under this agreement, shall be discharged upon the written request of either of the parties of the second or third part.

ARTICLE V.

It is further mutually understood and agreed by and between the parties hereto, as follows; to wit:

SECTION 1. The parties of the second and third part, or either of them, shall have the right to construct and connect with the tracks of the parties of the first part, any branch track or extension of the railroads now owned by the parties of the first part, and shall also have the right to extend any existing main, side, spur or other track of said parties of the first part; and also to construct, maintain and operate side, spur or other tracks additional to those already constructed and owned by the parties of the first part, upon the premises now owned or which may hereafter be acquired by the party of the first part, or any of them; and also to acquire any additional facilities or conveniences, or to construct any additional buildings or structures, either upon property belonging to the parties of the first part, or upon property which either the party of the second part or the party of the third part may now own or hereafter acquire.

SECTION 2. If either of the parties of the second or third part, desire to exercise any of the rights herein last above granted, it shall give written notice to the other to that effect, and the other party shall, within thirty days therefrom, notify the party giving such notice, whether it elects to join in the construction and maintenance of the proposed additions or facilities, and if it elects to join in the construction and maintenance of such additional facilities, then such additions or facilities may be constructed and maintained at the joint and equal expense of both parties. If such party shall elect not to join in the construction and maintenance of such additional facilities, then the party desiring them shall have the right to construct and maintain them at its sole expense, and for its sole use. If such additions and facilities are constructed and maintained at the joint expense of both parties, then each shall own an undivided one-half thereof. If constructed at the sole expense of either of the parties, they shall be owned by the party constructing them.

SECTION 3. It is mutually understood and agreed by and between the parties of the second and third part, that if at any time within two years after the construction of any of the additions or facilities mentioned in

this Article V by either of the parties, the other may acquire the joint and equal use and ownership thereof by paying to the party constructing the same; one-half of the cost of said property and improvement, with interest thereon at six per cent per annum.

SECTION 4. It is further mutually agreed by and between the parties hereto, that such branches, extensions, additions, structures, building or facilities as are owned by either the second or third party hereto, may be removed by the party owning them at any time during the term of this agreement, or within one year after the termination thereof, and such as are owned jointly by the parties of the second and third part, may, likewise, be removed by them within the time above stated, if they so elect, and if they cannot agree upon the removal thereof, then and in that event, the matter in dispute shall be determined by arbitration, as hereinafter provided.

SECTION 5. It is further mutually understood and agreed by and between the party of the second part and the party of the third part, that in case any vacant property of the parties of the first part is to be used solely by either the party of the second part or the party of the third part, then such use shall be by mutual agreement between the party of the second part and the party of the third part; and in case they cannot agree upon such use, then it shall be submitted and decided by arbitration as hereinafter provided.

SECTION 6. It is further mutually understood and agreed by and between the party of the second part and the party of the third part, that with respect to the agreements between the Davenport, Clinton & Eastern Railway Company and the party of the second part, of the date of November 1st, 1899, and between the Rock Island & Eastern Illinois Railway Company (now the Davenport, Rock Island & Northwestern Railway Company of Illinois), and the party of the third part, of the date of April 12th, 1898, hereinbefore in subdivisions "a" and "c" of this agreement referred to, the party of the third part, shall have, possess and enjoy all the rights, property and interests which were granted by the party of the second part to said Davenport, Clinton & Eastern Railway Company under the aforesaid agreement, and that the party of the second part shall have, possess and enjoy all the rights, property and interests which were granted by the party of the third part to the Rock Island & Eastern Illinois Railway Company (now the Davenport, Rock Island & Northwestern Railway Company of Illinois) under the aforesaid agreement, without further compensation therefor.

ARTICLE VI.

This agreement shall remain in force and effect for the period of nine hundred and ninety-nine years from and after the date thereof.

ARTICLE VII.

For the considerations aforesaid and for the carrying out of all the grants, covenants and conditions contained in the preceding articles of this agreement, all the parties hereto expressly covenant and agree as follows, to wit:

SECTION 1. If at any time a question shall arise, touching the construction of any part of this agreement, or concerning the business or the manner of transacting the business to be carried on under its provisions, or concerning the observance or performance of any of its conditions, upon which question they cannot agree, then the question shall be submitted to the arbitrament of three disinterested persons, familiar with such business and experienced in railway management. The party demanding such reference shall give to the other party notice of such demand, stating specifically the question to be submitted for decision, and nominating a person who has the required qualifications to act as one referee. If at the expiration of ten days from the receipt of such notice the party receiving it has not notified the party demanding the reference of its nomination of a second referee, having like qualifications, the party making the demand may make such selection. The first and second referees chosen shall select a third and when the board is complete the referees shall fix a day and place for the hearing, of which the parties shall be severally notified. If the two referees chosen shall be unable to agree upon a third referee, such third referee may be appointed, upon ten days' notice, on motion of either party, by a judge of the Circuit Court or District Court of the United States for the District of Illinois. After hearing the testimony and arguments which may be submitted by each party, the referees, if they unanimously agree upon an award, shall state it in writing, which, when delivered to both parties, shall be binding and conclusive upon each, and each party hereby expressly agree to be conclusively bound thereby. If they cannot unanimously agree they shall, by like agreement select two additional referees having like qualifications. If the two additional referees cannot be agreed upon, they may be appointed by a judge of the Circuit Court or District Court of the United States, as hereinbefore provided. To the board thus constituted shall be submitted a statement of the facts as to which there is a unanimous agreement between the three referees first selected, and the testimony as to the matters remaining in dispute. The award of a majority of the five referees shall be in writing, and when delivered to the parties, shall be as final and conclusive as an award by the first chosen referees would have been; and each or either shall immediately make such changes in the conduct of its business, or such payments or restitution, as the case may be, as are in and by such award required of it to be made.

SECTION 2. The books and papers of both parties so far as they relate to any matter submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitration; and until the arbitrators shall make their awards upon any question submitted to them, the business, settlements and payments to be transacted and made under the terms of this agreement, shall continue to be transacted and made in the manner and form existing prior to the arising of such question.

SECTION 3. If either party shall refuse to keep and perform such award, the adverse party may enforce the same by apt proceedings in any court of law or equity.

ARTICLE VIII.

SECTION 1. All the notices which are hereinbefore provided to be given by either party to the other, shall be given by serving the same on the president, for the time being, of such party.

ARTICLE IX.

SECTION 1. If, for any reason, any of the covenants or agreements in this agreement contained, which are not material to the right of the parties of the second and third part to use the premises hereinabove mentioned or referred to, shall be adjudged void, such adjudication shall not affect the validity or obligation of any other covenant or agreement which is in itself valid. Any controversy as to the construction or validity of any covenant or agreement shall not delay the performance of any other covenant or agreement; and in the event of a failure in law of any of the covenants or agreements herein contained, such steps shall be taken and such contracts shall be made, as shall be advised by counsel, to carry into effect the purpose and intent hereby expressed.

ARTICLE X.

Each of the parties hereto further covenants and agrees with all the others that if it shall at any time during the continuance of this agreement, by lease, sale, consolidation, or otherwise, assign or in any manner transfer its rights under this agreement or its property, or its rights and franchises in or to any or all of the premises mentioned in the preceding articles hereof, then any instrument setting out and containing any such lease, sale or consolidation shall contain a covenant that the same is made subject to all the provisions of this agreement; and that its lessee, grantee or assignee, as the case may be, shall, by the acceptance of such instrument, and of such lease, grant, transfer or assignment become bound to do and perform such acts as are by the terms hereof required to be done by the party making such lease, grant, transfer or assignment, including all acts which may be necessary to preserve in full force the several obligations, promises and agreements herein contained, for the full term hereof.

ARTICLE XI.

If, for any reason, either the party of the second part or the party of the third part, shall fail to perform and carry out any or all the covenants and agreements on its part to be performed under this agreement, such failure shall not in any manner affect the validity of this agreement as between the other party and said parties of the first part; and the same shall continue and be in full force and effect as between such other party and the parties of the first part.

ARTICLE XII.

Nothing in this agreement shall be construed so as to give the control of the franchises or the railroad and property of the parties of the first part or of any of them to the parties of the second or third part or either of them; and the parties of the first part expressly reserve the right to permit

other railroad companies to use their railroads and property jointly with the parties of the second and third part, subject nevertheless to the rights of such second and third parties as reserved and specified in this agreement.

In Witness Whereof, the parties have caused this agreement to be executed by their proper officers, thereunto duly authorized, and their corporate seals to be hereto affixed and properly attested, the day and year first above written. Davenport, Clinton & Eastern Railway Company,

[SEAL] *By* J. W. GATES, *Its President*

Attest: CHARLES F. ROCHE, *Secretary*

Davenport, Rock Island & North Western Railway

[SEAL] Company of Iowa,

Attest: CHARLES F. ROCHE, *Secretary* J. W. GATES, *Its President*

Davenport, Rock Island & Northwestern Railway

[SEAL] Company of Illinois,

Attest: CHARLES G. GATES, *Secretary* J. W. GATES, *Its President*

[SEAL] Moline & Peoria Railway Company,

Attest: JAMES M. WAIT, *Secretary* J. S. KEEFE, *Its President*

[SEAL] Chicago, Milwaukee & St. Paul Railway Company,

Attest: E. W. ADAMS, *Asst. Secretary* A. J. EARLING, *Its President*

[SEAL] Chicago, Burlington & Quincy Railroad Company,

Attest: H. W. WEISS, *Asst. Secretary* *By* J. C. PEASLEY, *Its Vice President*

SUPPLEMENTAL AGREEMENT, October 28, 1901.

This Agreement made this twenty-eighth day of October, A. D., 1901, is supplemental to an agreement made the 27th day of February, A. D., 1901, between the Davenport, Clinton & Eastern Railway Company of Iowa, the Davenport, Rock Island & North Western Railway Company of Iowa, the Davenport, Rock Island & Northwestern Railway Company of Illinois, and the Moline & Peoria Railway Company of Illinois, parties of the first part; the Chicago, Milwaukee & St. Paul Railway Company, a corporation of the State of Wisconsin, party of the second part, and the Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois, party of the third part.

Witnesseth:

Whereas, it is provided in Section 1, Article I of said original agreement as follows:

"The railroads and premises referred to in this section are shown in red color on the plat, marked 'Exhibit A,' hereto attached, and made a part hereof."

And Whereas, it was found to be impracticable to show the railroads and premises in the manner above described by attaching plats to said original agreement, and since the making of said agreement plats have been prepared in triplicate showing said railroads and premises, which plats are numbered from One (1) to Sixty-seven (67) inclusive and are bound in volumes, which said volumes are authenticated by the signatures of Burton Hanson, General Solicitor of the Chicago, Milwaukee & St. Paul Railway Company, Chester M. Dawes, General Solicitor of the Chicago, Burlington &

Quincy Railroad Company and E. F. Potter, General Manager of the Davenport, Rock Island & Northwestern Railway Company of Iowa, upon the back of plat numbered One (1);

Now, Therefore, this agreement Witnesseth, That said plats so bound and authenticated as aforesaid shall be, and they are hereby made a part of the original agreement in lieu and in place of the plat therein referred to.

In Witness Whereof, the parties have caused this agreement to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereto affixed and properly attested, the day and year first above written.

Davenport, Clinton & Eastern Railway Company,
[SEAL] *By* JOSEPH A. CONNELL, *Its President*
Attest: H. H. FIELD, *Secretary*

Davenport, Rock Island & North Western Railway
[SEAL] Company of Iowa, H. R. WILLIAMS, *Its President*
Attest: H. W. WEISS, *Secretary*

Davenport, Rock Island & North Western Railway
[SEAL] Company of Illinois,
Attest: W. R. MORRISON, *Secretary* *By* C. V. CARPENTER, *Its President*

[SEAL] Moline & Peoria Railway Company,
Attest: W. R. MORRISON *By* JOSEPH A. CONNELL, *Its President*

[SEAL] Chicago, Milwaukee & St. Paul Railway Company,
Attest: E. W. ADAMS, *Assistant Secretary* *By* A. J. EARLING, *Its President*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Attest: H. W. WEISS, *Secretary* *By* GEO. B. HARRIS, *Its President*

FORM APPROVED C. M. DAWES

THE JACKSONVILLE AND SAINT LOUIS RAILWAY COMPANY

THE ILLINOIS FARMERS' RAILROAD COMPANY
THE JACKSONVILLE, NORTH-WESTERN AND SOUTH-EASTERN RAILWAY COMPANY
THE JACKSONVILLE SOUTHEASTERN RAILWAY COMPANY
THE JACKSONVILLE, LOUISVILLE & ST. LOUIS RAILWAY COMPANY
JACKSONVILLE & CONCORD RAILWAY COMPANY
THE JACKSONVILLE AND SAINT LOUIS RAILWAY COMPANY

THE ILLINOIS FARMERS' RAILROAD COMPANY

This company was incorporated by a Special Act of the Illinois Legislature, in force February 28, 1867. The company was authorized to construct a railroad

"from the town of Virginia in Cass County by the most eligible route to the town of DuQuoin, Perry County, through the towns of Scottville, Barrs Store, Chesterfield and Staunton, in Macoupin County."

By Section 9 it was authorized

"to sell its road, franchises, real and personal property to any other company or companies which may have been or may hereafter be incorporated by this state, upon such terms as may be mutually agreed upon between said companies."

By an amendment, in force April 20, 1869, the starting point of the road was changed from the town of Virginia to the City of Jacksonville, and Carlinville was substituted for Chesterfield as one of the points on the road.

The date of its organization is not given because its record books are not available, but it built from Jacksonville, Illinois, thence southeasterly to a connection with The Jacksonville, North-Western and South-Eastern Railway near Franklin, Illinois, a distance of about thirteen miles.

It was completed in 1870.

By deed dated July 10, 1872, this company conveyed all of its railroad property and franchises to the Jacksonville, North-Western and South-Eastern Railway Company.

ACT OF LEGISLATURE

Approved February 28, 1867.

STATE OF ILLINOIS, DEPARTMENT OF STATE

JAMES A. ROSE, *Secretary of State.*

To all to whom these Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act entitled, "An act to incorporate the Illinois Farmers' Railroad Company," approved February 28, 1867, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the Great Seal of State. Done at the City of Springfield, this 12th day of April A. D. 1905.

[SEAL]

JAMES A. ROSE,
Secretary of State.

AN ACT to incorporate The Illinois Farmers' Railroad Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That William M. Maddox, Robert Hoxsey, B. L. Dorsey, Sargeant Gobble and Isham J. Peebles, of Macoupin county, and E. W. Turner, John Epler, Benjamin C. Berry, and J. K. Van Demark of Cass county, and their associates, successors and assigns, are hereby created a body corporate and politic, under the name and style of "The Illinois Farmers' Railroad Company," with perpetual succession, and by that name be and they are hereby made capable, in law and equity, to sue and be sued, plead and be impleaded, defend and be defended, in any court of law and equity in this State, or in any other place; to make, have and use a common seal, and the same to renew and alter at pleasure; and shall be and are hereby vested with all the powers, privileges and immunities which are or may be necessary or convenient to carry into effect the purposes and objects of this act, as herein set forth.

§ 2nd. Said Company is hereby authorized and empowered to locate, construct and complete, and to maintain, equip and operate a Railroad with a single or double track, and with such appurtenances as may be deemed necessary by the Directors, for the convenient use of the same, from the town of Viginia, in Cass county, by the most eligible route to the town of Du Quoin, Perry county, through the towns of Scottville, Barrs Store, Chesterfield and Staunton, in Macoupin county, and for this purpose to enter upon and take a strip of land, one hundred feet wide, the entire length of said road, and to survey and determine the line of said road upon such route between said points, and shall have power and authority to regulate the time and manner in which goods and effects and persons shall be transported on the same, and prescribe the manner in which said railroad shall be managed, and the rate of toll for the transportation of persons and property thereon, and for

the storage of merchandise and other property under its charge; all shall have power to provide all necessary stock and material for the operation of said road, and shall have power to erect and maintain all necessary depots, stations, shops, and other buildings and machinery for the accommodation, management and operation of said road.

§ 3rd. The said Company is hereby authorized by its engineers and agents, to enter upon any lands for the purpose of making the necessary surveys and examinations of said line of road and to enter upon and appropriate to its exclusive use and control, all and singular, any lands, streams, and materials of every kind for the location of depots and stopping stations, for constructing bridges, dams, embankments, excavations, station grounds, spoil banks, turn-outs, engine-houses, shops and other buildings necessary for constructing, completing, altering, maintaining, preserving and complete operations of said road; but when said lands, streams or materials belong to any person or persons, company or corporation, and cannot be obtained by contract, grant or release, the same may be taken and paid for, if any damages are assessed in the manner provided for taking lands for the construction of public roads, canals, and other public works, as prescribed in the act concerning right of way, approved March 3d, 1845, or in the manner and upon the principle provided and contained in "An act to amend the law condemning the right of way for purposes of internal improvements," approved June 22, 1852, or as provided in any other general act relating to the same subject. And when the damages assessed, if any, are paid or tendered, the said lands, streams and materials shall be vested in said Company. Provided, That if the owners of any lands, streams or materials taken for the purposes provided in this section, or in other sections of this act, shall appeal from the assessment of damages for taking the same, the said Company may tender to the owner or pay to the clerk of the court to which the appeal is taken, for the use of the owner or owners, the amount of damages assessed, and file with the clerk of said court, a bond with security to be approved by him, for the payment of such additional damage and costs as may be awarded against said company on the trial of said appeal; then said Company may take possession of and hold, for its exclusive use, such lands, streams or materials in the same manner as if said had not been taken; Provided, further, that a deposit of the amount assessed as damages as aforesaid, with the clerk of the circuit court of the county where such lands &c. are situated for the use of the owner of such lands, &c., shall be equivalent to a tender of such amount, so as to authorize said Company to take and hold such lands.

§ 4th. The persons named in the first section of this act are hereby appointed Commissioners, who, or a majority of whom, may open books for subscriptions to the capital stock of said Company, giving notice of the times and places when and where said books will be opened, at least thirty days previous thereto, by publication in one newspaper published in each of the counties of Morgan, Macoupin and Cass, if there be a newspaper then published in each county. The said Com-

missioners, or a majority of them, shall attend at the places appointed for the opening of said books, and shall continue to receive subscriptions either personally or by such agent or agents as they shall appoint for that purpose, until the sum of one hundred thousand dollars shall have been subscribed; and as soon as said sum shall be subscribed, the said commissioners shall give twenty days' notice in a newspaper published in each of said three counties, of an election by said stock-holders of a board of directors, as herein provided for, for the management of said Company's affairs. At such time and place, so appointed for that purpose, the commissioners or a majority of them, shall attend and act as inspectors of said election, and the stock-holders present shall proceed to elect three directors by ballot; and the commissioners present shall certify the result of such election, under their hands, which certificate shall be recorded in the record book of said Company, and shall be sufficient evidence of the election of directors therein named. No person shall be a director who shall not have subscribed as many as five shares to the capital stock. The directors thus elected shall hold office for one year, and until their successors are elected and qualified. Said commissioners shall deliver said certificate and all the subscriptions books and monies received to said directors.

§ 5th. The capital stock of said company shall be five hundred thousand dollars, which shall be divided into shares of one hundred dollars each, and may be increased by the board of directors of said company, to any sum deemed necessary, in the discretion of said board, to complete the works herein authorized, and the same shall be subscribed for and taken, under the direction of said board, at such times and in such places and manner, as the said directors shall, from time to time, direct.

§ 6th. The affairs of said company shall be managed by a Board of Three Directors, to be chosen annually by the stock-holders from among themselves. At all elections for directors, each stockholder shall be entitled to one vote for each share of stock held by him, and may vote personally or by proxy; and a plurality of the votes given at any election shall determine the choice. The directors shall hold their offices for one year after their election and until their successors are elected and qualified, and shall elect one of their number as President of said Board; and in case of any vacancy occuring in said Board between elections, the same may be filled by the board, at any legal meeting of the directors; and the person so elected to fill the vacancy shall hold his office until the next annual meeting of the stockholders. In case of the absence of the president of the Board, the directors shall have power to elect a president pro tempore, who shall exercise for the time being, all the legal powers of the president of said board The Board of Directors may call special meetings of stockholders for the election of directors, if their number is increased, or for other purposes.

§ 7th. It shall be lawful for the directors to make calls upon the sums subscibed to the capital stock of said Company at such times and

in such amounts as they shall deem fit, giving at least twenty days' notice of each of said calls, by personal service or by publication in a newspaper in the county in which the stockholder resides, or in which the subscription was made; and in case of failure on the part of any stockholder to make payment of any call, made as aforesaid, by said directors, for sixty days after the same shall have been due, the said Board of Directors are hereby authorized to declare said stock so in arrears, and all sums paid thereon forfeited to the company; or said directors may enforce the payment of the whole amount subscribed by any stockholder, by suit.

§ 8th. Said company is hereby authorized and empowered to borrow; from time to time, such sums of money as in their discretion may be deemed necessary, to aid in the construction, completing, equipping, operating or repairing of said railroad, and to issue its bonds, payable within or without this State, bearing any rate of interest not exceeding ten per centum per annum, and to sell and dispose of the same at above or below par, as may be agreed on, for any amount so borrowed or obtained therefore; and all sales of bonds that may be made at less than their par value shall be good and valid and binding upon said Company, the same as if said bonds had been sold at par; and said company shall not have the right to put in a plea of usury in any action founded upon any of said bonds.

§ 9th. It shall be lawful for said Company to unite or connect with any other railroad or company which may have been or may hereafter be incorporated by this State, on the line or route or at either terminus of its said road, and to grant to such company the right to construct or use any portion of said road hereby authorized to be constructed, upon such terms as may be mutually agreed upon between said companies, and also to purchase or to lease all or any part of any other railroad which is or hereafter may be built in this State on the line or route of its road, (sell its road, franchise, real and personal property, to any other company or companies which may have been, or may hereafter be incorporated by this State, upon such terms as may be mutually agreed upon between said companies).

§ 10th. Said company shall have authority to construct its road on or across any stream of water, water course, road, highway, railroad or canal, which the route of said road shall intersect, but the company shall restore the stream or water course, road or highway thus intersected, to its former state, or so near thereto, as not materially to impair its usefulness. Whenever the said railroad shall intersect a road or highway, the company shall have power to change the line of the road or highway, if said change shall not materially impair the usefulness of such road or highway; and the Company may take such additional lands as may be necessary, for the change of said road or highway, making compensation therefor, to be ascertained as in other cases provided in this act.

§ 11th. Any person who shall wilfully injure or obstruct said road or any part of the appendages thereto, shall be deemed guilty of a

misdemeanor, and shall forfeit to the use of the Company a sum threefold the amount of the damages occasioned by such injury or obstruction, to be recovered in an action of debt, in the name of said Company, with costs of suit, before any justice of the peace, or before any court of record in this State.

§ 12th. Said company shall have power by mortgage or deed of trust on its railroad and the rents and profits thereof, and on all or any part of the property, real or personal, or franchises owned by said company, to secure the payment of its bonds issued by virtue of the provisions of this act, or such sums of money as said company may agree to pay, for all or any of the purposes connected with the construction or operation of its said railroad, herein authorized to be constructed.

§ 13th. Said company shall have power to make and ordain such rules and by-laws as may be necessary or expedient for the government of the Company, its servants, and agents; and the certificate of the secretary or principal clerk of the company, under the corporate seal of the company, shall be received in all courts and places as evidence of said rules and by-laws, the appointment of agents or officers, or of any order of the Company, and also of the due organization thereof.

§ 14th. The said Board of Directors shall have power to appoint all necessary clerks, secretaries, and all other officers and agents necessary in the transaction of the business of said company.

§ 15th. The stock of said Company is hereby declared to be personal property, and transferable in such manner as shall be provided by the by-laws of the Company.

§ 16th. Said Company shall have power to have, receive, hold, sell, and dispose of any donations of real or personal property, for the use of the Company, and to acquire by purchase and hold real estate for the use of said Company, in the constructing or operating said railroad, or to sell and convey the same, if found not necessary or proper to be retained.

§ 17th. Said Company may commence building its road at any time within five years from the passage of this act, and shall own and operate such part as may be completed, notwithstanding the whole road may not be finished.

§ 18th. Said Company is hereby authorized to receive subscriptions to its capital stock, payable at any time or in any manner that may be specially agreed upon by the company and the subscriber.

§ 19th. Elections may be held by or in any county, city or incorporated town situated on or near the line of said railroad, as the same may be surveyed or located hereafter, upon the question whether such county, city or town shall subscribe for any specified amount in shares of the capital stock of said Company. Twenty day's notice shall be given of the time of holding such election, and the election shall be conducted in the mode prescribed in an act entitled "An act supplemental to an act entitled 'An act to provide for a general system of railroad incorporations,' " approved November 6th, 1849, or in the mode

prescribed in any other general law relating to such elections, or in the mode in which county, city or town elections are usually conducted, and if a majority of the votes actually cast at any such election shall be "for subscription" it shall be the duty of the county court, (or board of supervisors, where township organization exists,) or the corporate authorities of such county, city or town to subscribe without unnecessary delay, upon request of said Company, for shares of said capital stock, to the amount so voted, and to issue and deliver to said company, without unnecessary delay, the same amount (as the stock so subscribed) of the bonds of such county, city or town, as the case may be, payable at any time specified, in not exceeding twenty years from their date, with annual or semi-annual coupons, for not exceeding ten per centum interest per annum attached; which bonds and coupons may be made payable within or without this State, as said Company may request, and the provisions of the above mentioned act, approved November 6, 1849, except such as are inconsistent with the provisions of this act, shall apply to and govern every election referred to in this section, in getting up the election and the other matters connected with or growing out of such electing but this act shall govern said elections, so far as it is applicable to them.

§ 20th. It shall be the duty of such County Court, Board of Supervisors, City or town corporate authorities, to order the holding of such election and give notice thereof, upon being requested so to do, by one-fourth of the legal voters of such county, city or town, as the case may be.

§ 21st. Said Company may bring suit against any of its stockholders for capital stock or upon any other claims or demands against stockholders or other persons, in any county in which the stock may have been subscribed, or in which the cause of action may have arisen or accrued, although the defendant or defendants may reside in a different county or counties; and no stockholder or officer of the Company shall, on account of his being such stockholder or officer, be incompetent to testify as a witness, or to act in any ministerial capacity in any suit or other legal proceeding in which the Company may be a party; Provided, that nothing in this section shall authorize any person to testify for himself or herself in any suit brought against such person by the company or against the company by such person.

§ 22nd. The said company shall carry and transport the mail of the United States, on such terms as may be agreed upon, and all such freights and passengers as may be offered, if required so to do, on the terms usual with like railroad companies.

§ 23rd. There shall be one resident director of said Company in Cass county, one in Morgan county, and one in Macoupin county; and when the removal of any director from either of said counties leaves such county without a resident director, such removal shall, of itself, constitute a vacancy in the board, to be filled as other vacancies, and all appointments and elections contrary to the letter and spirit of this

section shall be null and void, and in all appointments and elections of directors one only shall be appointed or elected at a time, before the appointment or election of another is acted on; at least this course shall be pursued until each of said counties has secured or obtained one resident director.

§ 24th. The board of directors, may by an order, to be entered of record by the secretary, in the book he keeps for recording the proceedings of the board in, authorize all subscriptions made or to be made to the capital stock of the company, in any one county, or specially made to be extended in such county, situated on or near the line or route of said road, as the same may be surveyed or located, to be exclusively expended for the construction of that part of said road which lies within such county; which order shall be binding in law, and such subscriptions expended accordingly; and in every such case the directors may make calls of the stock subscribed in or by such county, or specially made to be expended in such county, without making the same calls on other counties or the stockholders residing therein, and every such county shall constitute a separate division of the road, to be called by an appropriate name, according to the provisions of such order, of the board; and such division may be constructed, completed and operated separately, until an adjoining part or division shall be ready for being operated; after which such separate division shall be operated in connection with such adjoining part, division or divisions, and the provisions of this section shall apply to each county on the line of the road.

§ 25th. It shall be a sufficient compliance with this act for said Company to locate, construct and operate its railroad from any point south of Virginia, on the line or route of the Illinois River railroad, as the same has been surveyed, or may be located, not exceeding five miles south of Virginia to the said town of Du Quoin; Provided, that said company shall construct its road, with reasonable dispatch all the way to Virginia, unless the Illinois River road shall be completed as far south as the point of intersection provided for in this section by the time said road from Du Quoin to said point shall be completed.

§ 26th. The right of way and the real estate purchased by said Company, or donated to it, or which shall become its property by operation of law, whether by mutual agreement, or not, shall, upon the payment of the amount due therefor, if anything, to the owner or owners, become vested in said company in fee simple.

§ 27th. In all cases where subscriptions of stock shall be made to said company by any county, city or town, it shall be the duty of the county court (or board of supervisors where township organizations exist) city or town corporate authorities respectively, to levy a sufficient tax to pay the interest on the bonds to be issued for said stock, which tax may, from time to time, be increased or diminished, so as to produce sufficient funds for the payment of said interest as it shall become due.

§ 28th. This act shall take effect and be in force from and after its passage, and shall have the force and effect of a public act and shall be

so deemed and take notice of in all courts and places but may not be published with the public laws.

F. CORWIN,
Speaker of the House of Representatives.
WM. BROSS,
Speaker of the Senate.

APPROVED February 28, 1867.
R. J. OGLESBY.

Private Laws Illinois 1867, Vol. 2, Page 737.

ACT OF LEGISLATURE

Approved April 20, 1869.

AN ACT to amend an act entitled "An act to incorporate the Illinois Farmers' Railroad Company."

* * * * * * * * *

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the act entitled "An act to incorporate the Illinois Farmers' Railroad Company," approved February 28, 1867, be amended, as follows: Instead of commencing at and running "from the town of Virginia, in Cass county," as provided in the second section of the act to which this is an amendment, said road shall commence at and run from the city of Jacksonville, and run by the most eligible route, to the town of Du Quoin, in Perry county; and that section twenty-five of said act be so amended as to read "Jacksonville" instead of "Virginia," and that the second section of said act be amended further by striking out "Chesterfield" as one of the points of said road and inserting "Carlinville."

§ 2. It shall be lawful for the corporate authorities of the towns, townships, cities and counties through which said road shall pass, to take stock in the said company; and shall also be empowered to make assessments, levy taxes and collect the same in the manner in which the said several towns, townships, cities and counties assess and collect taxes, for the purpose of paying the said assessments on the subscriptions to the said stock or the interest accruing thereon, and the said towns, townships, cities and counties may issue bonds bearing interest, at any point they may designate, either within or without the state of Illinois, at a rate not exceeding ten per cent. per annum, payable annually or semi-annually, as they may elect: *Provided,* that the said townships, cities or towns shall not subscribe to the stock of the said company, without submitting the said proposed subscription to a vote of the legal voters of their respective towns, townships, or cities, thirty days' notice of which shall be given, elections held and returns made as provided by the general election laws of this state: *And, provided, further,* that no such bonds shall issue, nor shall any interest be payable thereon or accrue, until said road is completed through the said town, township, city or county: *And, provided, further,* that the subscriptions on the

part of the said counties shall not be for a sum exceeding two thousand dollars per mile of the line of the said road in the said counties.

§ 3. In counties not under township organization it shall be lawful for the trustees of schools to make subscriptions for their respective townships, and issue bonds as provided in the preceding section; and for the purpose of paying the said subscriptions or bonds, or the interest thereon, shall levy a tax, not exceeding the rate of one per cent. per annum, upon the taxable property of their respective townships, and shall, through their treasurer, certify the said assessment to the clerk of the county court of their respective counties, and it shall be the duty of the said clerk of the county court to carry out the tax so assessed upon the collector's book; and the amount so raised by taxation shall remain in the hands of the treasurer of the proper county, and shall be employed by him in paying first, the interest due on the said bonds, and then the principal, if any funds shall remain in his hands, and for no other purpose.

§ 4. In addition to the corporators named in the said act, Thaddeus D. Loomis and Thomas Joiner of Macoupin, and William Bruen and James Epler of Morgan county, shall be associated with the said corporators, with all the rights, privileges and powers of the persons named therein.

§ 5. All portions of the said act as are inconsistent with this amend ment are hereby repealed; and this shall be taken and deemed a public act, and shall be in force from and after its passage.

In Force April 15, 1869

This bill having been returned by the governor with objections thereto, and after reconsideration having passed both houses by a constitutional majority, it has become a law this twentieth day of April, A. D. 1869.

EDWARD RUMMEL,
Secretary of State.

Private Laws Illinois 1869, Vol. 3, Page 306.

THE JACKSONVILLE, NORTH-WESTERN AND SOUTH-EASTERN RAILWAY COMPANY

This company was incorporated by Special Act, in force February 23, 1867. It was authorized to construct a railroad "commencing at Jacksonville, in Morgan County, thence to Sandoval, in Marion County, or to any other point on the Illinois Central Railroad within ten miles of Sandoval, thence to Shawneetown, on the Ohio River, or to any other point on said river, or on the Wabash River north or south of said last mentioned town, to be determined by said company."

By Section 5 the company was authorized

"to unite, connect or consolidate its railroad with any other railroad constructed or which may hereafter be constructed in this state, upon such terms as may be mutually agreed upon between the companies so uniting, connecting or consolidating. ...The said corporation may furthermore lease or purchase upon such terms as may be agreed upon, any other road or parts of road, either wholly or partially constructed, which may constitute or be adopted as part of their main line."

It was organized at Jacksonville June 28, 1870, and built from Virden, Illinois, thence northwesterly to a connection with The Illinois Farmers' Railroad near Franklin, Illinois, a distance of seventeen and seven-tenths miles, which was completed prior to July 1872. Total mileage, 30.7 miles.

Of date July 10, 1872, this company purchased by deed the railroad constructed by The Illinois Farmers' Railroad Company, extending from a connection with this company's line near Franklin to Jacksonville, Illinois.

Of date July 10, 1872, this company executed a trust deed to the Farmers' Loan & Trust Co., trustee. By decree entered in the Circuit Court of Morgan County, Illinois, of date May 17, 1879, the road was ordered sold under the trust deed.

By deed dated July 15, 1879, Henry Stryker, Jr., Master in Chancery, conveyed to William S. Hook by Master's deed all of the railroad property and franchises formerly belonging to The

Jacksonville, North-Western and South-Eastern Railway Company.

By deed dated July 25, 1879, William S. Hook conveyed all of the said property to The Jacksonville Southeastern Railway Company.

Of date July 28, 1880, The Jacksonville, North-Western and South-Eastern Railway Company conveyed to The Jacksonville Southeastern Railway Company by a confirmatory quit-claim deed, all of the interest in the railroad formerly owned by the first named company.

ACT OF LEGISLATURE

Approved February 23, 1867.

Incorporating The Jacksonville North Western and South Eastern Railway Company.

* * * * * * * * *

STATE OF ILLINOIS.
DEPARTMENT OF STATE.

JAMES A. ROSE, *Secretary of State.*

To all to whom these Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act entitled, "An act to incorporate the Jacksonville North Western and South Eastern Railway Company," approved February 23, 1867, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the great Seal of State. Done at the City of Springfield, this 12th day of April A. D. 1905.

[SEAL]

JAMES A. ROSE,
Secretary of State.

AN ACT to incorporate the Jacksonville North Western and South Eastern Railway Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That Cyrus Epler, Alexander McDonald, M. P. Ayres, Ralph Reynolds, Wm. I. Wyatt and John A. Crain, of Morgan county, John Bennyworth of Macoupin county, Richard O'Bannon of Montgomery county, S. Smith of Bond county, A. A. Feroo and E. S. Condit, of Marion county; George H. Varnell of Jefferson county; A. G. Cloud and S. S. Marshall of Hamilton county; John Eubanks of White county, and James B. Turner and Thomas Ridgway of Gallatin

county, of the State of Illinois, and their associates and successors, are hereby created a body corporate and politic, under the name and style of "The Jacksonville North Western and South Eastern Railway Company," with perpetual succession and under this name and style shall be capable of suing and being sued, pleading and being impleaded, defending and being defended against, in law and equity in all courts and places whatsoever, in like manner and as fully as natural persons; may make and use a common seal, and alter or renew the same at pleasure, and by their said corporate name and style shall be capable in law of contracting and being contracted with, shall be and are hereby invested with all the powers, privileges, immunities and franchises of receiving and disposing of real and personal estate which may be needful to carrying into effect fully the purposes and objects of this act; and said company are hereby authorized and empowered to locate, construct and complete a railroad, commencing at Jacksonville, in Morgan county, thence to Sandoval in Marion county, or to any other point on the Illinois Central railroad within ten miles of Sandoval, and thence to Shawneetown, on the Ohio River, or to any other point on said River, or on the Wabash River, north or south of said last mentioned town, to be determined by said Company, with one or more tracks or lines of rails.

Said Company shall commence the construction of said road in good faith within five years, and shall complete the same within ten years.

§ 2. The capital stock of said company shall consist of two millions of dollars, and may be increased by said company to ten millions, to be divided into shares of one hundred dollars each. The immediate government and direction of said company shall be vested in seven directors, who shall be chosen by the stockholders of said company, in the manner hereinafter provided, who shall hold their office one year after their election, and until others shall be duly elected and qualified to take their places as directors; and the said directors, a majority of whom shall form a quorum for the transaction of business, shall elect one of their number to be President of the company, and shall have power to appoint or elect such other officers as they shall deem proper.

§ 3. The corporation hereby created shall have power to locate, construct, furnish, maintain and operate a railroad, as aforesaid, with all necessary side-tracks, turnouts, switches, depots, stations, and all necessary buildings, erections and structures; and for the purpose they are hereby vested with all the powers necessary for the purchasing, taking, holding and selling and transferring property, real and personal, as natural persons, as the board of directors may deem necessary to carry out the object of this act.

§ 4. For the purpose of acquiring the rights of way for the construction of said road, side tracks, and turnouts, and grounds for depots, stations and other buildings, erections and structures, and for the purpose of obtaining stone, gravel and other materials for building, ballasting, or repairing the same, and of a right of way to said material,

the said company be, and they are hereby authorized and empowered to take, condemn and use the same, under the provisions of an act to amend the law condemning the right of way for purposes of internal improvement, approved June 22, 1852.

§ 5. Said company shall have power to unite, connect or consolidate its railroad with any other railroad constructed, or which may hereafter be constructed in this State, upon such terms as may be mutually agreed upon between the companies so uniting, connecting or consolidating; and for that purpose full power is hereby given to said company to make and execute such contracts, with any other company, as will secure the objects of such connection or consolidation; and the said corporation may furthermore lease or purchase, upon such terms as may be agreed upon, any other road or parts of road, either wholly or partially constructed, which may constitute or be adopted as part of their main line; and by such lease or purchase, they shall acquire and become vested with all the rights and franchises pertaining to such road, or part of road so leased or purchased, in the right of way, construction, maintenance, and working thereof. Provided, said corporation hereby created shall never consolidate or connect with any railroad company except a continuous line.

§ 6. The said company is hereby authorized from time to time, to borrow such sum or sums of money as may be necessary for the completing, equipping, furnishing, operating and maintaining their said railroad, and to issue and dispose of the bonds at such rate of interest and at such discount as may be thought for the benefit of the company; and to mortgage their corporate property and franchises, or convey the same, by deed of trust, to secure the payment of any debt contracted by said company, for the purpose aforesaid.

And the directors of said company may confer on any bondholder of any bond issued for money borrowed, as aforesaid, the right to convert the principal due or owing thereon into stock of said company, at any time, and may further authorize the holder of any such bonds to vote at any and all elections for the election of officers of said corporation, under such regulations as the directors of said company may see fit to adopt; and any such bonds that may be sold or disposed of at a less rate than par, shall be as valid and binding upon said company as if the same were sold for the par value thereof.

§ 7. All the corporate powers of said company shall be vested in and exercised by a board of directors, to consist of seven members, and such officers, agents and servants as they shall appoint. Vacancies in all the boards of directors may be filled by a vote of two thirds of the directors remaining; such appointees to continue in office until the next annual election of directors, which said annual election shall be held at such time and place as may be designated and fixed by the by-laws of said company, thirty day's printed notice being given in two newspapers, having circulation along the line of said railroad.

§ 8. The persons named in the first section of this act, are hereby appointed commissioners, who, or a majority of them, after a meeting

duly called by thirty day's notice thereof in three public newspapers published on or near the route of said road, shall meet and proceed to open books, and receive subscriptions to the capital stock of said company. Ten dollars for each share subscribed shall be paid on subscribing, and whenever fifty thousand dollars shall have been subscribed, the subscribers may organize said corporation, and proceed to the election of directors; and when the directors of said company are chosen the said commissioners shall deliver the said subscription books, with all sums of money received by them as commissioners, to said directors.

No person shall be a director who shall not be a stockholder, and each stockholder shall be entitled to one vote for each share of stock he shall hold, upon which all calls have been paid. The directors of said company, after the same is organized, shall have power to open books, to fill up the capital stock of said company, or any part thereof, at such time as they may deem expedient; and all installments required to be paid on the stock originally subscribed, or what may be taken to increase said capital, shall be paid at such times and in such amounts as said directors may prescribe: Provided, that subscriptions of stock may be made to said company in lands, at their cash value at the time of subscription, as may be agreed upon between the subscribers and the directors of said company, such subscriptions to be designated on the books as a land subscription, and to be considered as paid by a conveyance of such land to the company: And provided also, that owners of lands along or near the line of said road may be authorized to subscribe stock and to secure payment of the same, by promissory note and mortgage; such note to draw eight per cent interest, payable semi-annually, from and after the road shall have been completed through to, or parallel with the mortgaged premises, or any part thereof, with the privilege to the maker to discharge the principal at pleasure; such subscription to be designated on the books as a mortgage subscription and to be free from all calls upon stock; such subscribers, however, shall have no right to vote as stockholders in said corporation, until interest shall have become payable upon such subscriptions: And, Provided further, that said corporation shall dispose of all lands to which it may acquire title or fee other than such real estate, as it may acquire for the use and operations of said road, as in this act provided, within five years after the acquisition thereof. Whenever it shall be necessary for the construction of said railroad to intercept or cross the track of any other railroad or stream of water, or water course, or road or highway on the route of said road, it shall be lawful for the company to construct their railroad across or upon the same. Provided, that the said company shall restore the railroad, stream of water, water course, road or highway, intersected or crossed, to its former state, or in sufficient manner not materially to impair its usefulness.

§ 9. That the right of way and the real estate for the right of way, and for the purpose aforesaid, purchased or acquired by said company, whether by agreement or otherwise, or which shall become

the property of the company, by operation of law, as in the act provided, shall, upon the payment of the money agreed or adjudged to be paid to the owner or owners of said land, as a compensation for the same, become the property of said company in fee simple.

§ 10. That all the rights, privileges and advantages, with the limitations and restrictions conferred upon the Illinois Central Railroad Company, also, the rights, privileges and advantages, with their limitations conferred by an act entitled, "An act to provide for a general system of railroad incorporations," approved November 5, 1849; and the several acts amendatory thereof, except as hereinafter qualified are hereby conferred upon the "Jacksonville North Western and South Eastern Railway Company"; and cities and counties shall be entitled to subscribe for stock in said company in like manner and with like effect as is provided in the said act referred to, and acts amendatory thereof.

§ 11. To further aid in the construction of said road by said company, any town under township organization in any county through which the lines of said railway may run, may subscribe to the capital stock of said company, in any sum not exceeding fifty thousand dollars.

§ 12. No such subscription shall be made until the question has been submitted to the legal voters of the town in which the subscription is proposed to be made; and the clerk of each of said towns is hereby required, upon the presentation of a petition signed by at least ten citizens who are legal voters and tax payers of the town for which he is clerk, in which petition the amount proposed to be subscribed shall be stated, to post up notices in at least three of the most public places in said town, which notices shall be posted not less than ten days before the day of holding such election notifying the legal voters of said town to meet at the usual places of voting, or some other convenient place in said town, for the purpose of voting for or against such subscription; but no such vote shall be taken unless at a regular election for town and county officers.

§ 13. If it shall appear that a majority of all the legal voters have voted "for subscription," it shall be the duty of the supervisor of each of said towns that shall vote for such subscription, to subscribe to the capital stock of said railroad company, in the name of the town for which he is supervisor, the amount so voted to be subscribed, and to receive from said company the proper certificates therefor; he shall also execute to said company, in the name of said town, bonds bearing interest not to exceed ten per cent per annum, which bonds shall run for a term of not less than five nor more than twenty years, and the interest on the same shall be made payable annually; and which bonds shall be attested by the clerk of the town in whose name the bonds are issued; and it shall be his duty to make a record of the issuing of said bonds. Said bonds shall be delivered to the President or Secretary of said railroad company, for the use of said company.

§ 14. It shall be the duty of the clerk of each of said towns in which a vote was given for subscription, within ten days thereafter to transmit to the county clerk of the county in which said towns are,

a transcript or statement of the vote given, and the amount voted to be subscribed, and the rate of interest named in the bonds.

§ 15. It shall be the duty of the county clerk annually thereafter, to compute and assess upon all taxable property returned by the assessor of each of said towns which have voted to subscribe a sufficient sum to pay the interest on all bonds issued by the respective towns, which tax shall be extended upon the collector's books, as other taxes are, and shall be collected in the same manner that other taxes are collected; and, when collected, shall be paid unto the county treasury, as county taxes are paid.

§ 16. It shall be the duty of the Treasurer of said County to pay out, on the presentation to him of the bonds issued by any town, as aforesaid, the amount due upon each of said bonds, as interest, out of any money in his hands for the purpose, and endorse the payment upon said bonds, or take such vouchers as he may prescribe. He shall also keep an account with each town of all money received by him, and paid on account of said towns, which account shall, at all times, be open to inspection by all persons wishing to examine the same.

§ 17. At all elections for officers and on all questions voted upon by the stockholders of said company, the supervisors of the town or towns, who may subscribe to the stock of said company, shall represent and cast the vote which said stock is entitled to.

§ 18. The provisions of an act entitled, "An act supplemental to an act entitled, 'An act to provide for a general system of railroad incorporations, approved November 6, 1849, and also of "An act to facilitate the construction of railroads," approved March 1st, 1854, are hereby declared and made applicable to each and every town now incorporated or that may hereafter be incorporated, situated at either end or near the line of said railway as it may hereafter be surveyed and located; and the corporate authorities of any such town may order an election or elections to be held in such town, by the legal voters thereof, upon the question, whether the town in its corporate capacity will or will not subscribe to the capital stock of said "Railway Company," any sum not exceeding fifty thousand dollars. And in case any such election shall be held, the same shall be conducted as the town elections. And if at any such election a majority of the voters voting shall be in favor of making such subscription, the provisions of the two acts recited in this section and also of all other general laws relating to subscriptions by counties or cities to the capital stock of all railroad companies, shall apply and govern the corporate authorities of such town in making such subscription, so far as the same is applicable, and in all the subsequent proceedings relating thereto, and the rights of such town against said company shall be the same, with the like remedies to enforce such rights as the rights and remedies of counties in cases of county subscriptions.

§ 19. The road to be constructed by said company may be divided into two divisions: that portion of the road between Jacksonville and the Illinois Central Railroad shall be designated the first division, and

that portion between the Illinois Central Railroad and the Ohio or Wabash River, shall be designated the second division; and subscribers, either individual, or corporate, to the stock of said company, may designate upon which division of said road such subscription shall be applied; and said corporation shall faithfully apply such subscriptions to the division thus designated; but any surplus of stock subscribed for the benefit of said road remaining after the construction of said division may be applied by said company in aid of the construction of the other division, and said corporation is authorized and empowered to locate, construct and operate said Railway in and through either one of said divisions only, without so locating, constructing and operating through the other divisions as said corporation may determine, and for that purpose shall have all the rights, powers, privileges and immunities granted by this act.

§ 20. Any railroad company with whose road the aforesaid road may intersect or connect, is hereby authorized and empowered to subscribe to the capital stock of this company, any sum not exceeding one hundred thousand dollars, and shall have the same rights, privileges and powers as other stockholders in this company, and shall be subject to the same conditions, restrictions and limitations as other stockholders therein.

§ 21. No stockholder, whether corporate or natural persons, shall be otherwise liable upon his, her or their subscription of stock, than for the amount of their respective subscriptions of stock to said company, and according to the calls of the directors as hereinbefore provided.

§ 22. This act shall take effect from and after its passage.

F. Corwin,
Speaker of the House of Representatives.
Wm. Bross,
Speaker of the Senate.

Approved Feb. 23, 1867
R. J. Oglesby

DEED, July 10, 1872, The Illinois Farmers' Railroad Company to The Jacksonville, North Western and South Eastern Railway Company.

* * * * * * * * *

This Indenture, made the Tenth day of July in the year One thousand eight hundred and seventy two, Between The Illinois Farmers Rail Road Company, party of the first part, and The Jacksonville North Western and South Eastern Railway Company, party of the second part.

Whereas the said party of the first part is a corporation duly created and organized under and by virtue of a certain act of the General Assembly of the State of Illinois entitled "An Act to incorporate The Illinois Farmers' Rail Road Company" approved February 28th 1867, and under a certain other act thereof entitled "An act to amend an act entitled 'an act to incorporate the Illinois Farmers Rail Road Company approved February 28, 1867.'"

And Whereas under and in pursuance of the powers in it vested thereby the said party of the first part has constructed a railroad from a point in the City of Jacksonville in the County of Morgan in said State of Illinois to a point near the Village of Franklin in said County where the said railroad connects with or is intersected by the railroad heretofore constructed by the said party of the second part.

And Whereas the said party of the second part is a corporation duly formed and organized under and by virtue of a certain Act of the General Assembly of said State entitled "An Act to incorporate the Jacksonville North Western and South Eastern Railway Company," approved February 23, 1867.

And Whereas in and by the said last mentioned act the said party of the second part is authorized to purchase upon such terms as may be agreed upon any other road or parts of road either wholly or partially constructed which may constitute or be adopted as part of its Main Line, and it being further thereby provided that by such purchase the said party of the second part shall acquire and become vested with all the rights and franchises pertaining to such road or parts of road so purchased in the right of way, construction, maintenance and working thereof.

And Whereas the said Rail Road hereinafter granted and conveyed constitutes a part of the authorized Line of the said party of the second part, inasmuch as the said party of the second part is duly authorized to locate, construct and operate a Rail Road from the City of Jacksonville aforesaid to a point at or near the village of Franklin aforesaid over and by way of the same route as the said already constructed line, and the said party of the second part has resolved to adopt the said road heretofore constructed by the party of the first part as part of its own main line, and for that purpose has agreed to purchase the same.

And Whereas the said party of the first part is duly authorized to sell and dispose of its said Rail Road and the premises connected therewith and has agreed to sell and dispose of the same to the said party of the second part at the price hereinafter mentioned.

Now Therefore This Indenture Witnesseth: that the said party of the first part, for and in consideration of the premises and the sum of Two hundred and seventeen thousand five hundred and forty & $^{56}/_{100}$ Dollars to it duly paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents *Doth* grant, bargain, sell, convey, assign, transfer and set over unto the said party of the second part, its successors or assigns, *All and singular* that part or portion of the Railroad belonging to the said party of the first part and known as the *Illinois Farmers Rail Road,* which extends from a point in the City of Jacksonville, Morgan County, Illinois, to a point where the road of the said party of the second part intersects or connects with the road of the said Illinois Farmers Rail Road near the village of Franklin in Morgan County in the State of Illinois aforesaid,

being a distance of thirteen miles, more or less, including the road-bed of such hereby granted portion of said Rail Road and the superstructure and tracks thereon, and the switches, turnouts, bridges, viaducts, culverts, fences, and other structures, and all lands, buildings and premises used or held for use for depot or station purposes, engine houses, shops, and all other buildings and machinery erected thereon, and all property used or held in connection with such Rail Road; *together* with all the rights, powers, franchises, privileges, rights of way, easements, tenements and appurtenances thereunto belonging or in any wise appertaining: *And also* all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of in and to the same, and every part and parcel thereof, with the appurtenances:

To Have and to Hold all and singular the above granted Rail Road lands and premises, and the right, franchises, privileges, easements and property, unto the said party of the second part, its successors, legal representatives and assigns, to its and their only proper use, benefit and behoof forever.

And the said party of the first part hereby doth *covenant, promise and agree* to and with the said party of the second part, its successors, legal representatives and assigns, that the said party of the first part is seized in fee simple of, and hath good right, full power and lawful authority to grant and convey the Rail Road lands and premises hereinbefore granted and conveyed, and that the said party of the second part shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, judgments, taxes, assessments and encumbrances of what nature and kind soever which may have been created or suffered by the said party of the first part.

And that the said party of the first part and all and every person or persons whatsoever lawfully or equitably deriving any estate, right, title or interest of, in, or to the herein before granted premises, by, from, under or in trust for it or them, shall and will, at all time or times hereafter, and as often as thereunto requested by the said party of the second part its successors, legal representatives or assigns, execute, acknowledge and deliver any and all such further and other deeds and assurances in the law for the better and more effectually vesting, assuring and confirming to the said party of the second part, its successors, legal representatives and assigns, the said Rail Road and premises, and the said easements, privileges and franchises, as by the said party of the second part, its legal representatives, successors or assigns, its or their counsel learned in the law, shall or may be reasonably advised, devised or required.

And the said party of the first part, the above described and hereby granted premises, and every part and parcel thereof, with the appurtenances unto the said party of the second part, its legal representatives, successors and assigns, against the said party of the first part and against all person or persons whomsoever lawfully claiming or to claim the same, Shall and will *Warrant*, and by these presents forever *Defend*.

In Witness Whereof the said party of the first part hath caused its corporate seal to be hereunto affixed and these presents to be signed by its President and Secretary, the day and year first above written. Attest:

JAS. BERDAN.

[SEAL] MARSHALL P. AYERS, *Prest.*
WILLIAM S. HOOK,
Sec.

STATE OF ILLINOIS, } ss.
MORGAN COUNTY. }

I, James Berdan, a Notary Public for the City of Jacksonville in the said County of Morgan and State of Illinois, certify that on the day of the date hereof, Marshall P. Ayers President of the Illinois Farmers Railroad Company, and William S. Hook, Secretary of the said Company, who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as having executed the Same, and known also to me to be such President and Secretary respectively, did before me severally acknowledge that they executed the said deed by the authority and direction of the said Company, for the uses and purposes therein expressed.

In Witness Whereof I have hereunto set my name and Notarial Seal at my office at Jacksonville, Morgan County, Illinois this tenth day of July A. D. 1872.

JAS. BERDAN,
[SEAL] *Notary Public.*

RECORDED IN ILLINOIS

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MORGAN	July 22, 1872,	11 A. M.	14	66

TRUST MORTGAGE, July 10, 1872. The Jacksonville, North Western and South Eastern Railway Company to Farmers Loan and Trust Company.

* * * * * * * * *

This Indenture made the tenth day of July in the year of Our Lord one thousand eight hundred and seventy two Between The Jacksonville North Western and South Eastern Rail Way Company a corporation of the State of Illinois of the first part and the Farmers Loan and Trust Company, a corporation of the State of New York of the second part: Whereas: The said party of the first part is a corporation duly formed and organized under a certain act of the Legisla-

ture of the State of Illinois entitled "An Act to incorporate the Jacksonville North Western and South Eastern Rail Way Company" approved February 28th 1867:

And Whereas the said party of the first part is the owner of a certain line of Railroad constructed and in operation from Jacksonville in Morgan County in the State of Illinois to Virden in Macoupin County, in the same State: and is engaged or about to engage in the construction and continuation of said railroad along the route authorized by law until the same shall extend from Jacksonville aforesaid to Mount Vernon in the County of Jefferson and the said State of Illinois.

And Whereas, In pursuance of the powers and authorities duly vested in it, the said party of the first part, in order to defray its obligations in connection with the acquisition and construction of said railroad has resolved to issue a series of bonds to an aggregate amount not exceeding the rate of twenty thousand dollars, for each mile of the said railroad which is or shall be from time to time constructed and put in operation by the said party of the first part: which said bonds shall be of like tenor and date, and for one thousand dollars each, and be payable in thirty years from date in gold coin of the United States of America at the City of New York and bear interest at the rate of seven per centum per annum, payable semi annually in the like gold coin, at the said City of New York or in British pounds sterling, at the rate of seven pounds five shillings and ten pence for each thirty five dollars at the City of London in England, or in silver florins at the City of Frankfort on the Main in Germany at the rate of Eighty seven and one half florins for each thirty five dollars which payment of interest shall in all cases be made free of United States taxation:—

And Whereas, The said bonds are or are to be all of like tenor, and date, and in substantially the following form:—

FIRST MORTGAGE BOND.

UNITED STATES OF AMERICA.

$1000 STATE OF ILLINOIS. $1000

The Jacksonville North Western and South Eastern Railway Company for value received promises to pay to the Farmers Loan and Trust Company of the City of New York, or bearer, on the First day of July A. D. 1902, in the City of New York, one thousand dollars, in United States Gold Coin, of or equal to the present standard, with interest thereon at seven per cent per annum, free of United States taxes, payable semi-annually on the first days of January and July in each year, upon presentation and surrender of the annexed coupons therefor, such interest to be paid either in New York, London or Frankfort on the Main, at the option of the holder as specified in the coupons: In case of default of payment of such interest when due, and continuance of such default for six months after demand, the principal of this bond and of all the bonds of the series of which this is one will be subject to become due and payable immediately, upon the conditions

provided in the trust deed hereinafter mentioned: This Bond is one of a series of similar bonds issued and to be issued from time to time by said Railway Company, the aggregate amount whereof to be at any time outstanding is limited to the rate of twenty thousand dollars in said bonds at par for each and every mile of the railway of said Railway Company, which has been or shall be from time to time completed and put in operation, and the payment of this bond in common with the other bonds of such series is secured by a Deed of Trust or Mortgage bearing even date herewith and conveying to said Trust Company all and singular the Jacksonville North Western and South Eastern RailWay extending from Jacksonville to Mount Vernon, in the State of Illinois, being a distance of about one hundred and twenty five miles, more or less, together with the equipments and appurtenances of the said Railway, and all rights, privileges and franchises thereunto appertaining as well as all property, rights, privileges and franchises whatsoever, present and future, to be acquired of the said Railway Company:—

This Bond shall not become valid or obligatory until the certificate authenticating the same which is endorsed hereon shall have been duly signed by the president, or other duly authorized officer, of the said Trust Company. In Witness Whereof the said Railway Company has caused its corporate seal to be hereunto affixed and the same to be attested by the signatures of the President and Secretary, and has likewise caused the signature of its Secretary to be attached to the several coupons hereunto annexed this first day of July A. D. 1872.

[SEAL] M. P. AYERS,
President.

WM. S. HOOK,
Secretary.

And Whereas, each of said bonds has coupons thereto annexed representing the several installments of interest to become due thereon, and said coupons bear the signature of the Secretary of said Company and are in substantially the following form.—

The Jacksonville North Western and South Eastern Railway Company will pay to the bearer (as he may elect) in the City of New York thirty-five Dollars United States Gold Coin, or in London seven pounds five shillings and ten pence sterling, or in Frankfort on the Main eighty seven florins and thirty Kreutzers, free of United States taxes, on the first day of ——— being six months interest on Bond No. —.

WM. S. HOOK,
Secretary.

And Whereas, it is the true intent & meaning of these presents that each and all of the said bonds whether now executed or hereafter to be executed shall be equally secured to be paid by these presents.

Now Therefore, This Indenture Witnesseth, That the said party of the first part, in order the better to secure the payment of said bonds and

all of the interest to accrue thereon, and for and in consideration of the premises and of the sum of one dollar, to the party of the first part duly paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell, convey, transfer, assign and set over unto the said party of the second part, his heirs and assigns all and singular the said railroad now belonging to the said party of the first part and which the said party of the first part is by law authorized to construct extending and to be constructed from the city of Jacksonville, in Morgan County, in the State of Illinois aforesaid to the town of Mount Vernon, in Jefferson County, in the same State being a distance of about one hundred and twenty five miles. And also all rolling stock, equipment and machinery connected or to be conected with said Railroad, and all property, rights and franchises now held or hereafter to be acquired, by the said party of the first part, its successors or assigns, in connection therewith including in the premises hereby granted all the railways, ways and rights of way, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts fences, and other structures, and all the depots stations, station houses, engine houses, car houses, freighthouses, wood houses and other buildings, and all machine shops, and other shops held or acquired, and which shall be held or acquired, for use in connection with the said Railroad, or in connection with the business thereof: and including also all the locomotives, tenders, passenger, baggage, freights and other cars, and all the rolling stock and equipment, and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railroad or the equipments or appurtenances of the said railroad, now held, or hereafter to be acquired, by the said party of the first part: together with all and singular the tenements, hereditaments and appurtenances to the said Railroad and premises or any part thereof: belonging or in anywise appertaining and the reversion & reversions, remainder and remainders, tolls, incomes, rents issues and profits thereof and also all the estate, right, title, interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of in and to the same, and any and every part and parcel thereof with the appurtenances, and also all books of account and vouchers kept and to be kept by the said party of the first part, and all other property, whatsoever, which the said party of the first part now holds or shall hereafter acquire. *To Have and To Hold* the said Railroad and premises, and all the franchises and property hereinbefore described unto the said party of the second part, its successors and assigns forever. But in Trust nevertheless, for the uses and purposes, and with and subject to the powers, agreements, and conditions, hereinafter in that behalf mentioned and set forth: *And this Indenture Further Witnesseth* that For the considerations aforesaid and in order the better and more effectually to secure the payment of said bonds and of all interest to accrue thereon, the said party of the first part has covenanted, promised

granted and agreed to and with the said party of the second part its successors and assigns as follows to-wit: Article First, until default shall be made by the said party of the first part, its successors or assigns, in the payment of interest or principal of said bonds, or in the due observance of the covenants and agreements hereinafter contained on the part and behalf of the said party of the first part the said party of the first part its successors and assigns shall be suffered and permitted to remain in the actual possession of the said railroad and premises and to exercise the franchises and rights relating thereto, and to collect, receive and use the tolls, incomes, rents, revenues, issues and profits thereof in any manner which will not impair the lien created by these presents: And the said party of the first part hereby covenants, promises and agrees to and with the said party of the second part and to and with its successors in the Trust hereby created, that the said party of the first part, its successors and assigns remaining in the possession of the said railroad and premises shall and will keep the said railroad in good order and safe running condition, and shall and will from time to time, pay and discharge all taxes, assessments and governmental charges, which may be lawfully imposed upon the said railroad and premises, or upon any part thereof, and the lien of which might or could be held to be prior to the lien of these presents, so that the priority of these presents may be duly preserved and the said party of the first part will not do or suffer any acts or thing whatsoever, whereby the lien hereof may, or can be impaired, until the said bonds and all interest thereon shall be fully paid and satisfied.

Article Second. In case default shall be made in the payment of any semi-annual installment of interest which may accrue upon the said bonds or upon any of them, when such interest shall become due and be demanded, and such interest, or any part thereof shall remain unpaid and in arrear for the period of three months, or in case default shall be made in the due observance and performance of the covenant of further assurance hereinafter set forth or in the payment of any taxes assessments or other governmental charges, which may be lawfully levied or imposed upon the said railroad and premises, or upon any part thereof and either of said last mentioned defaults shall continue for the period of one year, or in case default shall be made in the payment of the principal of said bonds, or any one of them, then and in any and every such case of default, it shall be lawful for the said party of the second part, as the trustee under these presents, or for any successor of the said party of the second part in the trusts created by these presents to enter into and upon the railroad and premises hereinbefore granted or conveyed and each and every part of the same, and from thenceforth the said railroad and premises and each and every part thereof, and all and singular the rights and franchises hereinbefore granted, to have, hold, and enjoy operating the said railroad by such superintendents, managers, receivers, assistants and servants, or other attorneys or agents as the said trustee shall deem proper, and making from time to time all such repairs and replacements and all such useful alterations,

additions and improvements to the said railroad and premises, as the said trustee may deem expedient and judicious.

And it shall likewise be lawful for the said trustee, after any and every default happening and continuing as aforesaid to collect and receive all tolls, fares, freights, rents, revenues, incomes, issues and profits of the said railroad and premises and of every part and parcel thereof and after deducting therefrom all the expenses lawfully incurred in making such entry or in otherwise obtaining possession of said premises including reasonable attorney and council fees as well as any and all expenses of holding, operating and managing the said railroad and premises and conducting the business thereof; including the costs and expenses of all such repairs, replacements, alterations, additions and improvements as may be made by said trustee as aforesaid and all payments which may be made or be due for taxes and assessments or other charges or liens prior to the lien of these presents upon the said railroad and premises or upon any part or parcel thereof and just compensation for the trustees own services, to apply any and all tolls, incomes, rents, revenues, issues and profits of the said railroad and premises which may be received by said trustee as aforesaid to the payment, first of all overdue interest on said bonds with interest thereon, and secondly to the payment of all interest accruing during such possession of said trustee, which payments of interest shall be made to the holders of the bonds and coupons, evidencing the right to the same, ratably and without discrimination or preference between them.

Article Third. In case default shall be made in the payment of interest on any of the said bonds, and such interest shall remain unpaid and in arrear for the space of three months as aforesaid or in case default shall be made in the payment of the principal of any of said bonds: then, and in any and every such case of default in the payment of such interest or principal of said bonds it shall likewise be lawful for the said party of the second part being the trustee under these presents or for any of its successors in the trust hereby created after entry upon the said premises as aforesaid or without any entry thereon, to sell and dispose of all and singular the railroad and premises and of all and singular the property, rights and franchises hereinbefore granted or conveyed or intended so to be, which shall then remain subject to the lien or operation of these presents, at public auction in the city of Jacksonville aforesaid, or in the city of New York: and at such time as such trustee shall appoint, but preparatory to such sale, the said trustee shall give public notice of the time and place when and where the same is to be made by advertisement thereof published at least three times a week for six successive weeks in two newspapers in the City of New York, and also by advertisement published at least once a week for six successive weeks in one newspaper in the said City of Jacksonville and one newspaper in the said town of Mount Vernon: And it shall be lawful for said trustee to make and deliver to any purchaser or purchasers at such sale a good and sufficient deed, or good and sufficient deeds in the law of and for the railroad and property

which shall be sold as aforesaid to such purchaser or purchasers:— And it is hereby expressly declared and agreed that any sale which shall be made as aforesaid shall be a perpetual bar both at law and in equity against the said party of the first part and against its successors and assigns and against any and all persons whomsoever, claiming or to claim the said railroad or other property so sold or any part or parcel thereof by from through or under the said party of the first part its successors or assigns. And after deducting from the proceeds of such sale just allowances for all expenses connected therewith including attorney and council fees, as well as any and all advances, expenses and liabilities which such trustee may have made or incurred in operating or maintaining the said railroad or in managing the business thereof or in arranging for making or completing the sale aforesaid and also all payments made, or necessary or proper to be made for taxes or assessments or for other charges or liens prior to the lien of these presents, if any such there shall be on the said railroad and premises or on any part thereof as well as just and reasonable compensation for its or his own services, the said trustee shall and may use and apply the purchase money and proceeds of such sale in and to the payment of the principal of such of said Bonds as may be at that time outstanding and unpaid whether or not such principal thereof shall have by the terms of said bonds previously become due and of the interest which shall have accrued upon the said principal up to that time and be unpaid (with interest thereon if the same be overdue) without discrimination or preference as between principal and interest, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest—it being understood and hereby declared and agreed that upon any sale of said premises which may be made as aforesaid, or upon any sale thereof which may be made under or by virtue of the judgment or decree of any Court of competent jurisdiction, rendered in any suit or proceedings for the enforcement or foreclosure of the lien hereby created, the principal of all the bonds aforesaid shall become and be immediately due and payable: And it is hereby further declared and agreed, that payment of the principal and interest of the bonds aforesaid out of the proceeds of the sale of said premises as aforesaid shall be made to the persons holding the said bonds and coupons evidencing the right of such principal and interest without discrimination or preference between them on account of the time of the actual issue of said bonds: And it is further declared and agreed that if after payment in full of all the said bonds, principal and interest, including the interest on overdue coupons a surplus of the said proceeds of sale shall remain the said trustee shall and may pay over such surplus to the said party of the first part hereto its successors or assigns, or as any Court of competent jurisdiction shall lawfully direct. And it is hereby declared and agreed, that the said trustee may adjourn such sale, or cause the same to be adjourned by announcement made at the time and place, appointed for such sale, and if so adjourning such sale, he may afterwards make such sale, or cause the same to be

made at the time and place to which the same shall be so adjourned and without further publication of notice thereof unless in the judgment of said trustee the publication of such adjournment should be advisable in which case the said trustee may in its discretion cause the same to be made. And it is further declared and agreed that the receipt of the trustee shall be a sufficient discharge to the purchaser or purchasers of the property which shall be sold as aforesaid for his or their purchase money: and that such purchaser or purchasers his or their heirs executors or administrators shall not after paying such purchase money and receiving such receipt, be liable to see to the application of such purchase money upon or for the trusts or purposes of these presents or be in any manner whatsoever answerable for any loss, mis-application or non-application of such purchase money or for any part thereof.—And it is hereby further declared and agreed that in case of default as aforesaid the party of the first part shall waive and it does hereby waive the benefit of any and all extensions, stay and appraisement laws which now exist or which shall hereafter be enacted.

Article Fourth. It is hereby mutually agreed that at any public sale of the railroad and property hereinbefore conveyed which may be made by virtue of the power hereinbefore granted, or by virtue of Judicial authority for the purpose of enforcing the lien of these presents, the trustee under these presents for the time being, may in his own discretion and not otherwise bid for and if the same be obtainable at the price hereinafter mentioned purchase and acquire the property so offered for sale, in behalf of all the holders of the bonds aforesaid which shall then be outstanding in proportion to the amount of said bonds and of the overdue coupons thereunto belonging by them respectively held. Provided however, that nothing herein contained shall authorize the said trustee to bid for the entire property then held upon the trusts of this Indenture on behalf of the holders of said bonds, a sum exceeding the whole amount of said bonds then outstanding with the interest accrued thereon, and the expenses of such sale or an amount reasonably proportionate thereto for any part of the said property.

And it is hereby further agreed, that the bonds and overdue coupons aforesaid or any of them shall be received in payment or on account of the purchase money of any property which shall be offered for sale as aforesaid, as equivalent to so much of the said purchase money as would be distributable and payable thereon out of the proceeds of such sale whether such sale be made by virtue of the powers hereinbefore granted, or by judicial authority, or both.

Article Fifth. In case default shall be made in the payment of any semi-annual installment of interest to accrue on any of the said bonds when such interest shall become payable and if such interest shall remain unpaid and in arrear for the space of six months then, and in each and every such case of the happening and continuing of such default in the payment of interest the principal of each and all

of said bonds may be declared by the trustee for the time being hereunder or by a majority in interest, of the holders of all the said bonds which may then be outstanding and unpaid at the option of such trustee of such majority in interest of bondholders to be and thereupon the same shall become and be due and payable immediately, notwithstanding that the time limited in said bonds for payment thereof may not then have elapsed, provided however, that the exercises of such option shall be evidenced by an instrument in writing duly signed by such trustee or such majority in interest of said bond-holders and served upon the said party of the first part or the same shall be declared by a resolution of a majority in interest of said bondholders passed by a meeting of said bondholders duly convened and held as hereinafter mentioned and a duly authenticated copy whereof shall be served on the said party of the first part.

Article Sixth. It is hereby expressly declared and agreed that in case default shall be made in the payment of interest upon any of the said bonds where such interest shall become due and be demanded and that such default shall continue for the space of six months, or in case default shall be made in the payment of the principal of any of the said bonds when the same shall become due, then, and in either and every such case of default, it shall be the duty of the trustee for the time being, under these presents to exercise the powers of entry and sale hereinbefore granted or to take appropriate proceedings, at law or in equity to enforce the rights of the holders of said bonds upon a requisition to that effect being made upon the said trustee signed by holders of at least one fourth in amount of said bonds then outstanding and upon a proper indemnification to said trustee against all costs and expenses to be by such trustee incurred in the premises.

Article Seventh. The Trustee under these presents shall have at all times while the said bonds or any of them remain outstanding and the said trustee is hereby granted full power and authority to be exercised in its own discretion and not otherwise, to release from the lien and operation of these presents, in such manner as it may be advised upon the request in writing of the said party of the first part, its successors or assigns, any portion of the aforesaid premises, not being part of the main line of the said Railroad, which in the judgment of such trustee, shall not be necessary for use in connection therewith and which shall have been acquired for station or depot purposes, or for shops or other buildings, or for supplying fuel, gravel, or other material, but which in the judgment of such trustee it shall have become unnecessary or inexpedient to retain in consequence of its having become necessary or desirable to change the location of such depot, shop, or other building or to substitute other lands for the purpose of supplying such fuel, gravel or material provided always that any and all lands and premises which shall be acquired for station or depot purposes or for shops or other buildings or for the purpose of supplying fuel, gravel or other material shall be conveyed to the said trustee to be held by him upon the trusts of these presents

in the same manner as the premises so released. And the said trustee may also allow the said Company its successors or assigns to dispose of any rolling stock equipment and machinery or other personal property, which may be held for use upon or in connection with said Railroad or the business thereof but which in said trustee's judgment shall have become unfit or undesirable for such use. Provided Always that any and all rolling stock equipment and machinery or other personal property which may be acquired in substitution for any similar property so disposed of shall become and be subject to the lien of these presents.

Article Eighth. The said party of the first part shall before the first day of January A. D. 1873 appoint and designate an Agency at the City of New York, for the payment of the interest on said bonds, as such interest shall become due in American Gold Coin, and the said party of the first part shall also before the date last aforesaid, appoint and designate an Agency in each of the cities of London in England and Frankfort on the Main in Germany, for the payment of such interest in the coin at which the same is hereinbefore expressed to be payable at such places respectively and the said party of the first part shall at all times while said bonds or any of them remain outstanding have agencies at both said cities for the purpose of paying such interest.

Article Ninth. It is hereby expressly declared and these presents are upon the condition that if the said party of the first part shall well and truly pay and discharge the interest on each and every of the said bonds as the same shall mature, and shall well and truly pay and discharge the principal of each and every of the said bonds when such principal shall become due and payable, according to the true intent and meaning of said bonds, and these presents shall well and truly keep and perform the other covenants and agreements in these presents contained to be by it kept & performed then these presents and all the estate and interest thereby granted shall cease determine and become void, otherwise the same shall be and remain in full force and virtue and the said party of the first part hereby covenants, promises and agrees to and with the said party of the second part and to and with its successors in trust hereby created, that the said party of the first part shall and will well and truly pay the said bonds and all interest to accrue thereon, at the time and in the manner in said bonds mentioned and according to the true interest and meaning thereof.

Article Tenth. It is hereby declared and agreed that the trustee under these presents shall be entitled to a reasonable compensation for any services which the said trustee may hereafter render in the trust hereby created to be paid by the said party of the first part, that the said trustee shall not be answerable for the default or misconduct of any agent or attorney who may be appointed by it in pursuance of these presents, if such agent or attorney be selected with reasonable care and that the said trustee shall not be answerable or accountable for anything whatever in connection with said trust, but gross negligence or wilful

misconduct or default. And it is further declared and agreed that the trustee hereunder may at any time be removed by a majority in interest of the bona fide holders of said bonds, provided such removal be made by an instrument in writing under seal, duly executed and acknowledged, that the said trustee may resign the trust under these presents at any time by giving sixty days notice in writing of the intention so to do, to the said party of the first part and to such of the holders of said bonds as shall have registered with such trustee their names and post office addresses, provided such notice of resignation be served on the said party of the first part at its principal office and on the bondholders who shall have so registered their names and addresses with said trustee by the deposit thereof in the mail at the city of New York, directed to said bondholders respectively. And it is further agreed and declared that in case the trustee hereby appointed or any successors of such trustee shall at any time hereafter resign the said trust, or be removed therefrom, as aforesaid another trustee may and shall be appointed by a majority in interest of the holders of said bonds, by an instrument in writing duly signed by such majority in interest of said bondholders or by the note of a majority in interest of said bondholders given at a meeting of such bondholders duly convened and held as hereinafter provided. And it is further agreed and declared, that in case the appointment of a trustee shall be unduly delayed and the trust shall remain vacant for more than sixty days any holder or holders of said bonds to the aggregate amount of one hundred thousand dollars or upwards, upon reasonable notice to the said party of the first part, apply to any Court of competent jurisdiction for the appointment of a new trustee, but no bondholder shall be entitled to make such application to Court until reasonable time to wit sixty days shall have been allowed for the purpose of enabling a majority in interest of said bondholders to appoint a new trustee as aforesaid: And it is hereby further agreed, that it shall be the duty of any trustee resigning or being removed as aforesaid to execute acknowledge and deliver, but not at his own cost or expense, but at the cost and expense of the party of the first part any and all deeds and instruments which may be reasonably requested by the said new trustee to execute for the purpose of assuring the title in said premises to such trustee. And it is hereby further expressly declared and agreed that whenever and as often as any contingency shall arise in which the action of a majority in interest of the holders of said bonds shall be necessary or in which the said bondholders are herein declared to have any discretionary voice or power the trustee hereunder shall be and is hereby authorized and empowered at the proper cost and expense of the said party of the first part, to call a meeting of all the holders of bonds secured hereby to be held in the city of New York by advertisement to be published three times in each week for six weeks in two newspapers of good circulation amongst the business community in that city and also in our newspaper in the city of London, England, and in default of such meeting being called by the said trustee within thirty days after notification in writing by any bondholder of the necessity

therefor, it shall be competent for any holder or holders of said bonds to the aggregate amount of one hundred thousand dollars, to call said meeting in the manner aforesaid.

Provided however that at any meeting called as aforesaid a majority in interest of the holders of said bonds may prescribe and establish such rules as they may deem proper for the calling of future, similar meetings, and the regulation of the proceedings thereof. And it is hereby declared and agreed that at any meeting convened and held pursuant to these presents the holders of said bonds shall be competent to exercise in person or by proxy, all the powers and authorities conferred upon them by these presents. Provided nevertheless, that any person appearing at said meeting of bond holders and claiming the right to participate therein shall be requested by any bondholders present thereat produce the bond or bonds upon which such person may claim the right to vote at such meeting, or file an affidavit with the Chairman of such meeting, that he the person so claiming the right to participate in such meeting is a holder of one or more of the bonds aforesaid, or the proxy of such holder, in which affidavit he shall specify the amount and number of the bonds which he claims to hold or represent before being allowed to vote at such meeting, except for the purpose of temporarily organizing the same and on the adjournment of such meeting all such affidavits shall be delivered to the trustee under these presents.

And this Indenture further Witnesseth that the said party of the first part, for the consideration aforesaid has promised and agreed and does hereby covenant promise and agree to and with the said party of the second part and its successors and successor in the trust hereby created, that the said party of the first part its successors and assigns shall and will well and truly pay or cause to be paid unto the holder or holders of said bonds, the principal and interest thereof as the same shall become payable, according to the tenor of said bonds and the terms of the coupons thereto annexed: and shall and will do observe and per form any and every act and thing mentioned in or required by, these presents, to be by it or them done, observed and performed, and that the said party of the first part its successors and assigns shall and will from time to time and at all times hereafter, and as often as thereunto requested by the trustee under this indenture execute acknowledge and deliver all such further deeds, conveyances and assurances in the law, for the better assuring unto the said party of the second part, and unto its successors and successor in said trust upon the trusts herein expressed the railroad equipments, appurtenances, franchises property and things hereinbefore mentioned and particularly any and all property, rights and franchises whatsoever, which shall or may at any time hereafter, while the said bonds or any of them remain unpaid, be acquired by the said party of the first part its successors or assigns, as by the said trustee or by its counsel learned in the law, shall be reasonably advised, devised or required.

In Witness Whereof, The said party of the first part, has caused its Corporate seal to be hereunto affixed, and these presents to be signed

by its President and Secretary and the said party of the second part in order to evidence its acceptance of the trust hereby created had also caused its corporate seal to be hereunto affixed and the same to be attested by the signatures of its President and Secretary the day and year first above written.

[SEAL] MARSHALL P. AYERS,
Prest.

Signed, sealed and delivered in presence of JAS. BERDAN.

WILLIAM S. HOOK,
[SEAL] *Sec.*

The Farmers Loan & Trust Co.,
Attest: GEO. P. FITCH, *Secretary.* *By* R. G. ROLSTON, *President.*

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } SS.

Be it known that on the day of the date hereof before me Edwin F. Covey Junior, a Notary Public of the State of New York duly commissioned and sworn and dwelling in the city of New York personally appeared Rosewell G. Rolston to me personally known and known to me to be the President of the Farmers Loan and Trust Company: Who being by me duly sworn did depose and say that, he resides in the city of New York that the seal which is affixed to the foregoing instrument is the corporate seal of said company and was thereto affixed by authority of the Board of Directors of said Company and that he subscribed his name thereto as President by like authority.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal, this twenty eighth day of June, A. D. 1872.

[SEAL] EDWIN F. COVEY, JR.
Notary Public.

STATE OF ILLINOIS,
MORGAN COUNTY. } SS.

Be it remembered, that on the day of the date hereof Marshall P. Ayers, President of the Jacksonville North Western and South Eastern Railway Company, and William S. Hook, Secretary of said Company, who are personally known to the undersigned a notary public for the city of Jacksonville, within said County and State, and residing at said City of Jacksonville to be the identical persons, whose names are subscribed to the foregoing deed of trust or mortgage as having executed the same, and also personally known to me to be such President and Secretary respectively, did before me severally acknowledge that they executed the said deed, by the authority and direction of the said Company, for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my name and affixed my Notarial seal at my office at Jacksonville, Illinois this tenth day of July A. D. eighteen hundred and seventy two.

[SEAL] JAS. BERDAN, *Notary Public.*

Recorded July 20th 1872 at 3 O/c P. M.

STATE OF ILLINOIS. } ss.
COUNTY OF MORGAN. }

I, F. E. Wanamaker, Clerk of the Circuit Court in and for said County and State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of a deed recorded in Book "Z" on page "439" in this office.

In Witness Whereof, I hereunto set my hand and affix the seal of said court at my office in Jacksonville, Illinois, this 4th day of May, A. D. 1923.

F. E. WANAMAKER,
Clerk of the Circuit Court Morgan County, Illinois.

[SEAL]

DECREE, May 17, 1879, Circuit Court Morgan County, Illinois.

* * * * * * * * *

Circuit Court Record, Chancery 5.
193.

The Farmers Loan & Trust Company vs. the Jacksonville, North Western & South Eastern Railway Company.

BILL.

And now on this 17th day of May, 1879, come the parties to this suit by their respective solicitors, and this cause coming on to be heard upon the bill and exhibits referred to and made part of the same, and the answer of the respondents, and on motion it is ordered that this cause be referred to the Master to pay complainant the sum due on the bonds set out and referred to in the bill and answer, and now again on this day come again the parties and presented the Master's report which is filed, and which being fully examined by the Court, the same is approved and ordered to be recorded, which report is in the words and figures, as follows:

"To the Hon. Cyrus Epler, Judge of the Circuit Court of Morgan County, State of Illinois, in Chancery Sitting:

In pursuance of an order of the Honorable Court entered in said cause this 17th day of May, 1879, by which it was referred to the undersigned Master in Chancery of said County, I, Henry Stryker, Jr., Master In Chancery of said County, report that the solicitor of the complainant appeared before me this day at my office on the matters in reference, and that I examined on his oath by me first duly administered according to law William S. Hook, who testified that he is the President of the said Railway Company, and that it executed the deed of trust exhibited with complainant's bill, and the bonds therein mentioned, which deed is recorded in the Recorder's Office of the Counties of Morgan, Sangamon, Macoupin, and Montgomery; that the principal of said bonds is $610,000.00 and the numbers thereof on which interest has been paid and the statement thereof is as follows:

Bonds Nos. 52 & 73 have coupons due Jan. 1st and July 1st, 1873, paid, and no other coupons paid;

Bonds Nos. 51 & 53 to 72 inclusive; 74 to 103 inclusive; 138 to 146 inclusive; 148 to 160 inclusive; 171 to 210 inclusive, in all 113 bonds, have coupons from Jan. 1st, 1873, to Jan. 1st, 1878, inclusive, in all 11 coupons paid, and no other;

Bonds Nos. 1 to 50 inclusive; 104 to 137 inclusive; 147-161 to 170 inclusive; 211 to 610 inclusive, have no coupons paid; in all 495 bonds. The taxes for this year are unpaid and certain taxes for a former year are in litigation, all of which is respectfully submitted.

HENRY STRYKER, JR.,
Master in Chancery.

And now this cause coming on for final hearing upon the bill, answer, and exhibits, and the Master's report, and the papers in said report referred to, and the Court having fully heard said cause, and being fully satisfied in the premises finds that the respondent did on the 10th day of July, 1872, make and deliver to the complainant as trustee the trust deed mentioned in the bill of complaint, and which was to secure 610 bonds of the respondents for $1000.00 each due thirty years after date with semi-annual interest from date, payable in gold, with the right vested in said trustee to declare the principal of said bonds due and payable on the written request of a majority, in value of the holders of said bonds, if the matured interest on the same should be overdue for more than six months.

And the court further finds that said mortgage deed was duly recorded in the office of the Recorder of Deeds in each and all of the Counties in the State of Illinois, through which said line of Railroad runs, and it further appearing to the said Court that the respondent has made default in the payment of the interest on 495 of said bonds from and since the date of said bonds, and that the holders of a majority of said bonds had requested in writing the complainant to declare the principal of all of said bonds due and payable, and that the complainant by its declaration in writing under its official seal, did on the 18th day of April, 1879, declare the principal of said bonds due and payable, and which declaration in writing is on file in this case, and the Court further finds that all of the principal of said bonds being $610,000.00 is due and unpaid and for interest on said bonds due and unpaid to this date there is due and unpaid the sum of $250,026.10, and the further sum of $4676.43 interest on matured coupons, making the sum of nine hundred and six thousand one hundred and twelve dollars and fifty three cents ($906112.-53) due on said bonds to the date of this decree.

It is therefore ordered and decreed by the court that the defendant pay to the complainant for the use of the several bond holders as hereinafter provided, the said sum of money proved due as aforesaid within ten days from this date with six per cent. interest per annum from the date of decree to the date of payment, and if default be made in the payment of said sum as aforesaid, then it is further ordered and decreed by the court that the defendant, and all persons claiming under it be forever foreclosed of all equity of redemption in and to the road bed,

side tracks, and other real estate, depot buildings and branches mentioned and described in said bill of complaint.

And it is further ordered and decreed that all and singular the same be sold without redemption by consent, at public auction to the highest bidder at the South door of the Court House in the City of Jacksonville, Illinois.

And it is further ordered and decreed by the Court that out of the proceeds arising from said sale shall be first paid all costs of this suit, and of the making of said sale.

And it is further ordered and decreed by the Court that after the payment of costs of sale and this decree, the Master making said sale shall then pay out of said proceeds the interest warrants and coupons unpaid, and the interest accrued on the same to the holders of the same to such sum as will make the sum paid on said bond equal in interest paid to the bond holders on which the respondent has heretofore paid interest, and after the payment of interest so as to equalize said bonds, then the remainder of the proceeds, if any, shall be equally distributed upon the 610 bonds aforesaid in equal amounts until the proceeds of sale be distributed, and if any of said proceeds remain after the payment of all of such costs, and the sum found due by this decree, the remainder shall be paid over to the defendant.

And it is further ordered and decreed that said sale be made subject to any and all taxes now assessed against the defendant and unpaid.

And it is further ordered and decreed that any of the holders of said bonds shall have the right to bid at the sale of said property.

And it is further ordered and decreed that the Master in Chancery making said sale shall receive of and from the purchaser the overdue interest warrants on said bonds, if the purchaser shall offer to pay the purchase price in said interest warrants, and if the same be purchased by any one of the said bond holders, the purchase money may be paid in bonds and interest warrants, and in cash, such sum as may be necessary to equalize the distribution of the proceeds of this sale.

And it appearing to the court that the bonds and interest warrants aforesaid have been deposited with the complainant in this suit to enable it to proceed with this foreclosure suit, it is therefore ordered that the Master making said sale be, and he is hereby authorized to receive from the purchaser an order on the complainant for the sum of said bonds, and interest warrants which the purchaser may be entitled to pay in said purchase, which order shall be received and accepted by said Master and when said bonds and warrants are delivered to him by the complainant on said order, the said Master shall report the same to this Court for cancellation.

And it is further ordered and decreed that the Master shall require of the bidder at said sale before the same shall be accepted by the said Master, a deposit of five thousand dollars in interest warrants, or cash as the bidder may prefer to accompany said bid, and the further sum of

fifteen thousand dollars when the property may be struck off to such bidder, which may be in said warrants or in cash as the bidder may prefer as a security that the said bidder will perfect his bid and comply with the terms of this sale, and with the terms of his bid, if the property shall be struck off to him or them, and the remainder of said bid shall be fully paid on the tender by the Master making the sale of a deed conveying all and singular the said property and franchises so ordered to be sold as aforesaid.

And it is ordered and decreed by the Court that said Master make and deliver a deed for said property on the purchaser complying with the terms of this sale.

And it is further ordered and decreed that the said Master shall make report to this Court of all and singular his proceedings under this decree for the approval of the Court.

And it is further ordered and decreed by the Court that the Master in Chancery first advertise the time, terms and place and conditions of sale by publication of notice thereof in the Jacksonville Journal, published in Jacksonville, Ills.; said sale to take place between the hours of 12 o'clock M. and 3 o'clock P. M. on the day advertised for the sale of the property.

And it is further ordered and decreed that upon the production by the purchaser of a deed duly made and delivered pursuant to the terms of this decree for the property aforesaid, and a demand for the possession of the same, the defendant, its agents and its servants shall surrender possession of all of said property to the purchaser of the same, and it is ordered that the said Master make report of his proceedings to this court for its approval.

Endorsed on the back of said decree is the following: 193 Farmers Loan & Trust Co. vs. Jacksonville N. W. & S. E. Railway Co. To be recorded, C. EPLER, *Judge*. Entered O Pg. 5. M. W. & L.

STATE OF ILLINOIS, }
MORGAN COUNTY. } ss.

I, John A. Rawlings, Clerk of the Circuit Court, and ex-officio recorder, in and for said County and State aforesaid, do hereby certify that the above and foregoing is a true, correct and complete transcript of the decree in a certain cause then pending in the Circuit Court of said County, entered on the 17th day of May, 1879, on the Chancery side thereof, wherein The Farmers Loan & Trust Company was complainant, and The Jacksonville N. W. & S. E. Railway Company was defendant, as recorded in Circuit Court, Chancery Record O at pages 5, 6, 7, 8, and 9, in my office remaining.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court this first day of August, A. D. 1912.

JOHN A. RAWLINGS,
Circuit Clerk and Recorder.

[SEAL]

MASTER'S DEED, July 15, 1879, to William S. Hook.

This Indenture made this Fifteenth day of July 1879 between Henry Stryker, Jr., Master in Chancery of Morgan County in the State of Illinois party of the first part and William S. Hook of the County of Morgan and State of Illinois party of the second part witnesseth. Whereas in pursuance of a decree entered on the 17th day of May 1879 by the Circuit Court of said Morgan County in a certain case then pending therein on the Chancery side thereof wherein The Farmers Loan and Trust Company is the complainant and The Jacksonville North Western and South Eastern Railway Company is the respondent the said Master in Chancery duly advertised according to law the premises and property hereinafter described for sale at public auction to the highest bidder for cash at the hour of Two o'clock in the afternoon on the Third day of July 1879 at the south door of the Court house in the City of Jacksonville in said County And whereas at the time and place so as aforesaid appointed for said sale the said Master in Chancery attended to make the same and offered and exposed said premises and property for sale at public auction to the highest bidder for cash and thereupon William S. Hook offered and bid therefor the sum of Twenty Thousand Dollars $20,000 and that being the highest bid offered said Master in Chancery accordingly struck off and sold to said William S. Hook for said sum of money the said premises and property. And whereas said Master in Chancery duly reported said sale to said court at said term and the said court on July 15th 1879 it being one of the days of said term duly approved said sale and on all things confirmed said sale and directed said Master in Chancery to execute a deed for said premises and property to the said William S. Hook. Now therefore in consideration of the premises the said party of the first part doth hereby convey unto the said party of the second part his heirs and assigns the said premises and property which are described as follows; namely The Railroad, Bed, Side Track, Depot Buildings, Station Houses, and all other real estate belonging to the said Jacksonville North Western & South Eastern Railway Company now constructed and in operation from Jacksonville in Morgan County, Illinois to Virden in Macoupin County, Illinois and all rights of way or rights to extend the said rail road to Mount Vernon in Jefferson County, Illinois and all the franchises belonging to or pertaining to the same, subject to all claims for assessed and unpaid taxes. To have and to hold the same with all the appurtenances thereunto belonging unto the said party of the second part his heirs and assigns forever.

Witness the hand and seal of the said party of the first part the day and year first above written.

HENRY STRYKER JR., [SEAL]
Master in Chancery of Morgan County.

STATE OF ILLINOIS, }
COUNTY OF MORGAN. } ss.

I, B. F. Beesley, a Notary Public in and for the said county of Morgan in the state aforesaid do hereby certify that Henry Stryker Jr. Master in Chancery of said Morgan County who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Master in Chancery for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of July 1879.

B. F. BEESLEY,
Notary Public.

[SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Time*	*Book*	*Page*
MORGAN	July 18, 1879	1:35 P. M.	27	84
SANGAMON	July 24, 1879	10 A. M.	62	624
MACOUPIN	January 30, 1880	12 M.	C. T.	312

THE JACKSONVILLE SOUTH-EASTERN RAILWAY COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated June 23, 1879, and filed with the Secretary of State on June 28, 1879. By the second article the company described its road as follows:

"The railway hereby intended to be constructed, owned and operated is as follows: Beginning at the City of Jacksonville, in the County of Morgan and State of Illinois, and running in a southeasterly direction through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion, in the State of Illinois, and terminating at Centralia, in the said County of Marion."

It was organized at Jacksonville, June 28, 1879, and built from the terminus of The Jacksonville, North-Western and South-Eastern at Virden, southeasterly to Litchfield, twenty-three and two-tenths miles, and from thence southerly to Smithboro, twenty-nine miles and from thence southerly to Centralia, twenty-nine miles, which with the line acquired from The Jacksonville, North-Western and South-Eastern Railway extending from Jacksonville, southeasterly to Virden of thirty and seven-tenths miles makes a total mileage of 111-9 miles.

Of date July 25, 1879, this company purchased by deed from William S. Hook the line of railroad extending from Virden northwesterly to Jacksonville, Illinois, formerly the property of The Jacksonville, North-Western and South-Eastern Railway Company, this company having been formed to acquire the property formerly owned by the last named company.

The line from Virden to Litchfield was completed in 1880, and the line from Litchfield to Smithboro was completed during 1882 and the line from Smithboro to Centralia was completed in December 1883.

Of date July 1, 1882, this company executed a trust deed to Henry Dunn and Edgar H. Butler, Trustees.

Because of default, the property of this company, by decree in the Circuit Court of Marion County, Illinois, entered Febru-

ary 27, 1890, was turned over to a committee consisting of Robert F. Kennedy, Charlemagne Tower, Jr., and John H. Catherwood.

By a decree of the Circuit Court of Marion County, Illinois, entered August 5, 1890, in a case wherein Peter Heiss and others were complainants and The Jacksonville Southeastern Railway Company a defendant, the Court ordered the railroad property, then in the hands of said committee, to be sold at public auction.

In pursuance of the decree last above set out, L. M. Kagy, Master in Chancery, conveyed the railroad formerly belonging to The Jacksonville Southeastern Railway Company to Robert F. Kennedy, Charlemagne Tower, Jr., and John H. Catherwood, who purchased the property in the interest of the mortgage creditors, said deed being dated October 4, 1890.

The mortgage creditors, through their committee, remained in possession of the property from October 4, 1890, until January 23, 1891, when the said committee (Robert F. Kennedy, Charlemagne Tower, Jr., and John H. Catherwood) conveyed the railroad to William Elliott, the line being described as follows:

"being a railroad formerly known as The Jacksonville Southeastern Railway, extending from the City of Jacksonville, in the County of Morgan and State of Illinois, through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion to the City of Centralia, in the County of Marion and State of Illinois."

Of date January 23, 1891, William Elliott conveyed to The Jacksonville, Louisville & St. Louis Railway Company the property above described.

ARTICLES OF ASSOCIATION, June 23, 1879. The Jacksonville Southeastern Railway Company.

Be it Remembered that we the undersigned Marshall P. Ayers, Augustus E. Ayers, Edward S. Greenleaf, William S. Hook, Isaac L. Morrison, Marcus Hook and Jno. A. Ayers, all of the city of Jacksonville and County of Morgan in the State of Illinois, have made and entered into the following Articles of Association for the purpose of constructing and operating a railway in the State of Illinois which Articles have been adopted and signed by us as follows:

ARTICLE I.

The name of the corporation hereby proposed to be created is and shall be The Jacksonville Southeastern Railway Company.

ARTICLE II.

The railway hereby intended to be constructed, owned and operated is as follows: Beginning at the City of Jacksonville, in the County of Morgan and State of Illinois and running in a southeasterly direction through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton, and Marion, in the State of Illinois, and terminating at Centralia in the said County of Marion.

ARTICLE III.

The principal business office of the said proposed railway corporation shall be kept at the City of Jacksonville, in the County of Morgan, and State of Illinois.

ARTICLE IV.

The time of commencement of the said proposed railway corporation shall be from the date of the recording by the Secretary of State of these Articles, and the same shall continue for the term of fifty years.

ARTICLE V.

The capital stock of said proposed railway corporation shall be Two Million of Dollars ($2,000,000.00.)

ARTICLE VI.

The names and places of residence of the several persons forming this association for incorporation are as follows, to-wit:

Marshall P. Ayers,	residence, Jacksonville, Morgan County, Illinois.
Augustus E. Ayers,	residence, Jacksonville, Morgan County, Illinois.
Edward S. Greenleaf,	residence, Jacksonville, Morgan County, Illinois.
William S. Hook,	residence, Jacksonville, Morgan County, Illinois.
Isaac L. Morrison,	residence, Jacksonville, Morgan County, Illinois.
Marcus Hook,	residence, Jacksonville, Morgan County, Illinois.
John A. Ayers,	residence, Jacksonville, Morgan County, Illinois.

ARTICLE VII.

The names of the Board of Directors of said proposed railway corporation with their several places of residence are as follows: William S. Hook, President, residence, Jacksonville, Morgan County, Illinois, Marshall P. Ayers, Secretary and Treasurer, residence Jacksonville, Morgan County, Illinois; Augustus E. Ayers, residence, Jacksonville, Morgan County, Illinois, Edward S. Greenleaf, residence Jacksonville, Morgan County, Illinois, Isaac L. Morrison, residence Jacksonville, Morgan County, Illinois, Marcus Hook, residence Jacksonville, Morgan County, Illinois, John A. Ayers, residence Jacksonville, Morgan County, Illinois.

The management of the affairs of said proposed corporation shall be vested in a President, and such other subordinate officers as the Board of Directors may elect or appoint.

ARTICLE VIII.

The number of shares into which the capital stock of said corporation shall be divided is twenty thousand shares of One Hundred Dollars ($100.00) each, making a sum total of Two Million of Dollars.

In Witness Whereof we have severally subscribed hereunto our respective names and have affixed our seals to the same at Jacksonville, Illinois, this 23rd day of June, A. D. 1879.

MARSHALL P. AYERS,	[SEAL]
AUGUSTUS E. AYERS,	[SEAL]
EDWARD S. GREENLEAF,	[SEAL]
WILLIAM S. HOOK,	[SEAL]
ISAAC L. MORRISON,	[SEAL]
MARCUS HOOK,	[SEAL]
JOHN A. AYERS.	[SEAL]

RECORDED IN ILLINOIS:

County	*Date*	*Time*	*Book*	*Page*
MORGAN	June 23 1879	4:45 P. M.	B	59
MACOUPIN	June 24 1879	— — — —	C. P.	541
MONTGOMERY	June 25 1879	11 A. M.	2	169
BOND	June 25 1879	4:15 P. M.	13	552
CLINTON	June 26 1879	8 A. M.	17	13
MARION	June 26 1879	11 A. M.	1	539
SANGAMON	June 28 1879	— — — —	56	153

UNITED STATES OF AMERICA
STATE OF ILLINOIS } ss.

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of The Jacksonville Southeastern Railway Company, which was filed for record in this office on the 28th day of June 1879, at — o'clock — M., and recorded in Book No. 2 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 14th day of April A. D. 1905.

[SEAL] JAMES A. ROSE,
Secretary of State.

DEED, July 25, 1879. William S. Hook to The Jacksonville Southeastern Railway Company.

This deed made and entered into this twenty fifth day of July A. D. 1879 by and between William S. Hook of the City of Jacksonville, County of Morgan and State of Illinois, of the first part and The Jacksonville South Eastern Rail Way Company, of the second part *Witnesseth* That

the said party of the first part for and in consideration of the sum of Nine Hundred and Ten Thousand Dollars in Certificates of the Capital Stock of the said Jacksonville South Eastern Rail Way Company, the receipt of which is hereby acknowledged, has sold, remised and quit claimed, and by these presents does remise, release and quit claim unto the said party of the second part All and singular the railroad, bed, side tracks, depot buildings, station houses and all other real estate lately belonging to the Jacksonville North Western and South Eastern Rail Way Company and which railroad is now constructed and in operation from Jacksonville in Morgan County to Virdin in Macoupin County, Illinois, together with all rights of way and rights to extend the same to Mount Vernon in Jefferson County, Illinois, and also all rights to the Franchises of the said Jacksonville North Western and South Eastern Rail Way lately purchased by the said party of the first part at a foreclosure sale made by the Master in Chancery of Morgan County, Illinois. This deed is made subject to any and all liens for taxes heretofore assessed and unpaid. To Have and to Hold the same to the said party of the second part forever.

In Testimony Whereof the said William S. Hook has hereunto set his hand and affixed his seal the day and year first herein written.

[SEAL] WILLIAM S. HOOK.

STATE OF ILLINOIS } ss.
MORGAN COUNTY }

I, Marcus Hook, a Notary Public in and for the County & State aforesaid do hereby certify that William S. Hook personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he had signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this Twenty-fifth day of July A. D. 1879.

[SEAL] MARCUS HOOK,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MORGAN	July 1, 1880	27	464
SANGAMON	July 3, 1880	67	—
MACOUPIN	July 30, 1880	CY	27

QUIT CLAIM DEED, July 28, 1880, The Jacksonville, North Western and South Eastern Railway Company To The Jacksonville Southeastern Railway Company.

* * * * * * * * *

This Indenture made the Twenty eighth day of July A. D. Eighteen hundred and eighty, between the Jacksonville North Western and South Eastern Railway Company, a corporation created and subsisting under

and by virtue of an Act of the Legislature of the State of Illinois, approved February 28, 1867 party of the first part, and the Jacksonville Southeastern Railway Company, a corporation of the State of Illinois party of the second part.

Witnesseth, That, the said party of the first part, for and in consideration of the sum of one dollar in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the said party of the second part, and its assigns forever, all and singular, the railway heretofore constructed by the said party of the first part, extending from the city of Jacksonville in Morgan County in the State of Illinois, to the City of Virden in Macoupin County in the same state, and also all rolling stock, equipment, and machinery connected with said railroad, and all franchises, now held by the said party of the first part in connection therewith, including in the premises hereby granted, all the railways, ways and rights of way, and all the depot grounds and other lands and all the tracks, bridges, viaducts, culverts, fences, and other structures and all the depots, stations, station-houses, engine houses, car-houses, freight-houses, wood houses and other buildings, and all machine-shops, and other shops held or acquired for use upon the aforesaid line of railroad or in connection with the business thereof, and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railroad or the equipments or appurtenances of the said railroad now held by the said party of the first part together with all and singular the tenements, hereditaments and appurtenances to the said railroad and premises or any part thereof belonging, or in anywise appertaining and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity of the said party of the first part of, in, and to the same and any and every part and parcel thereof, with the appurtenances.

To have and to hold the said railroad and premises and all the franchises and property hereinbefore described unto the said party of the second part, it's successors and assigns forever.

In witness whereof the said party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its president and secretary on the day and year first above written.

The Jacksonville, Northwestern and South Eastern Railway Company,
[SEAL] *By* WILLIAM S. HOOK, *President.*
MARSHALL P. AYERS, *Secretary.*

STATE OF ILLINOIS, }
MORGAN COUNTY. } SS.

Be it Remembered that on the day of the date hereof, William S. Hook, president of the Jacksonville North Western and South Eastern Railway

Company and Marshall P. Ayers, secretary of said company, who are personally known to the undersigned a Notary Public within and for said County and State and residing at said City of Jacksonville, to be the identical persons whose names are subscribed to the foregoing instrument of writing as having executed the same, and also personally known to me to be such president and secretary, respectively did before me severally acknowledge that they executed the said instrument by the authority and direction of the said company for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my name and affixed my Notarial seal at my office in Jacksonville, Illinois, this the 28th day of July A. D. 1880.

CHARLES L. HASTINGS,
[SEAL] *Notary Public.*

RECORDED IN ILLINOIS

County	*Date*	*Time*	*Book*	*Page*
MACOUPIN	July 30, 1880	6 P. M.	C. Y.	28

TRUST MORTGAGE, July 1, 1882. The Jacksonville Southeastern Railway Company to J. Henry Dunn, et al. Trustees.

* * * * * * * * *

This Indenture, made the first day of July, in the year of our Lord One Thousand Eight Hundred and Eighty-two between the Jacksonville Southeastern Railway Company, a corporation of the State of Illinois, of the first part and J. Henry Dunn and Edgar H. Butler, both of the City of Philadelphia and State of Pennsylvania, Trustees, of the Second part.

Whereas, The said party of the first part is the owner of a certain line of Railroad, constructed and in operation from Jacksonville, in Morgan County, in the State of Illinois, to Litchfield, in Montgomery County, in the same State, and is engaged or about to engage in the construction and continuation of said railroad along the route authorized by law until the same shall extend from Jacksonville aforesaid to Centralia in the County of Marion, in the said State of Illinois.

And, Whereas, at a meeting of the Stockholders of said Railway Company held on the 6th day of April, 1882, pursuant to law, resolutions were passed, by a vote of more than three-fourths of the outstanding stock of said Company, whereby the Board of Directors was authorized for the purpose of further constructing and equipping its railroad to contract for a loan, and to secure the payment of the same by mortgage of its corporate property and franchises acquired and to be acquired.

And, Whereas, At a meeting held on the same day a quorum being present, the Board of Directors of said Company, by resolution unanimously adopted, authorized the President of said Company to negotiate a loan, as proposed by said Stockholders as aforesaid. And Whereas, in pursuance of the power and authority duly vested in it, the said party of the first part, in order to defray its obligations in connection with the construction and equipment of said railroad, is about to issue a

series of bonds, the aggregate amount whereof to be at any time outstanding is limited to the rate of Ten Thousand Dollars in said bonds, at par for each and every mile of the railway of said Railway Company, which has been, or shall be from time to time completed and put in operation which said bonds shall be of like tenor and date, and for One Thousand Dollars each, and be payable in thirty years from date in gold coin of the United States of America, at the City of New York, and bear interest at the rate of six per cent. per annum, payable semi-annually in the like gold coin, at the said City of New York, which payment of interest shall in all cases be made free of United States taxation.

And Whereas, The said bonds are or are to be of like tenor and date and in substantially the following form:

UNITED STATES OF AMERICA

STATE OF ILLINOIS.

No. —— $1,000.

THE JACKSONVILLE SOUTHEASTERN RAILWAY COMPANY.

GENERAL MORTGAGE BOND.

Know all men by these presents, that the Jacksonville Southeastern Railway Company is indebted to the bearer in the sum of One Thousand Dollars in United States Gold Coin, which indebtedness it promises to pay on the 1st day of July A. D. 1912, in the City of New York, with interest thereon from the 1st day of July 1882 at the rate of Six per centum, payable semi-annually in the City of New York, on the presentation and surrender of the annexed coupons, as they severally become due. If the obligor, or its successors, shall make default in the payment of the semi-annual interest on this bond for six months from the day it becomes due, then without demand or notice the whole principal thereof shall become due and payable, and may at once be enforced against this Company or its successors.

This bond is one of a series of similar bonds issued and to be issued from time to time by said Railway Company, the aggregate amount whereof to be at any time outstanding is limited to the rate of Ten Thousand Dollars in said bonds, at par for each and every mile of the railway of said Railway Company which has been, or shall be from time to time completed and put in operation, and the payment of this Bond, in common with the other bonds of such series, is secured by a Deed of Trust or Mortgage, bearing even date herewith and conveying to J. Henry Dunn and Edgar H. Butler, Trustees, all and singular the Jacksonville Southeastern Railway, extending from Jacksonville to Centralia, in the State of Illinois, being a distance of about One Hundred and Ten miles, more or less, together with the equipments and appurtenances of the said railway, and all rights, privileges and franchises thereunto appertaining.

This bond shall not be valid or obligatory until the certificate authenticating the same, which is endorsed hereon, shall have been duly signed by the said Trustees.

In Witness Whereof, the said Railway Company has caused its Corporate Seal to be hereunto affixed, and the same to be attested by the signatures of the President and Secretary and has likewise caused the signature of the Secretary to be attached to the several coupons hereunto annexed, this first day of July, A. D. 1882.

[SEAL] WM. S. HOOK,
President.

M. P. AYERS,
Secretary.

And Whereas, each of the said bonds has coupons thereto annexed representing the several installments of interest to become due thereon and said coupons bear the signature of the Secretary of said Company, and are in substantially the following form.

The Jacksonville Southeastern Railway Company will pay to the bearer in the City of New York, Thirty Dollars in United States Gold Coin on the first day of —— 18— being six months interest on Bond No. —.

M. P. AYERS,
Secretary.

And Whereas, It is the true intent and meaning of these presents that each and all of the said bonds, whether now executed or hereafter to be executed shall be equally secured to be paid by these presents.

Now, Therefore, This Indenture Witnesseth, that the said party of the first part, in order the better to secure the payment of said bonds and all of the interest to accrue thereon, and for and in consideration of the premises, and of the sum of One dollar to the party of the first part duly paid by the said party of the second part, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted, bargained and sold, and by these presents doth grant, bargain, sell, convey, transfer, assign and set over unto the said party of the second part, and their successors in trust, all and singular the said railroad now belonging to the said party of the first part, and which the said party of the first part is by law authorized to construct and to be constructed, extending from the City of Jacksonville, in Morgan County, in the State of Illinois, aforesaid, to the City of Centralia, in Marion County, in the same State being a distance of about one hundred and ten miles, more or less. And also all rolling stock equipment and machinery connected or to be connected with said railroad, and all franchises now held or hereafter to be acquired by the said party of the first part, its successors or assigns, in connection therewith including in the premises hereby granted all the railways, ways and rights of way, and all the depot grounds and other lands and all the tracks, bridges, viaducts, culverts, fences and other structures and all the depots, stations, station houses, engine-houses, car-houses, freight houses, wood-houses, and other buildings, and all machine shops and other shops, held or acquired, and which shall be

held or acquired for use upon the aforesaid line of railroad, or in connection with the business thereof, and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railroad or the equipments or appurtenances of the said railroad now held or hereafter to be acquired, by the said party of the first part, together with all and singular the tenements, hereditaments and appurtenances to the said railroad and premises, or any part thereof belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof, and also all the Estate, right, title, interest, property possession, claim and demand whatsoever as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part and parcel thereof, with the appurtenances, and also all books of account and vouchers kept and to be kept by the said party of the first part, which the said party of the first part now holds or shall hereafter acquire. To have and to hold the said railroad and premises and all the franchises and property hereinbefore described unto the said party of the second part, their successors in trust forever, but in trust, nevertheless for the uses and purposes and with and subject to the powers, agreements and conditions hereinafter in that behalf mentioned and set forth.

And this indenture further witnesseth that for the considerations aforesaid and in order the better and more effectually to secure the payment of said bonds, and of all interest to accrue thereon the said party of the first part has covenanted, promised, granted and agreed to and with the said party of the second part, and their successors, as follows, to-wit:

Article First: Until default shall be made by the said party of the first part its successors or assigns, in the payment of interest or principal of said bonds or in the due observance of the covenants and agreements hereinafter contained on the part and behalf of the said party of the first part, the said party of the first part, its successors and assigns, shall be suffered and permitted to remain in the actual possession of said railroad and premises, and to exercise the franchises and rights relating thereto, and to collect, receive and use the revenues and profits thereof in any manner which will not impair the lien created by these presents.

And the said party of the first part hereby covenants, promises and agrees to and with the said party of the second part and their successors, that the said party of the first part, its successors and assigns remaining in the possession of the said railroad and premises, shall and will keep the said railroad in good order and safe running condition, and shall and will from time to time pay and discharge all taxes, assessments and governmental charges, which may be lawfully imposed upon the said railroad and premises, or upon any part thereof, and the lien of which might or could be held to be prior to the lien of

these presents so that the priority of these presents may be duly preserved, and that the said party of the first part will not do or suffer any act or thing whatsoever whereby the lien hereof may or can be impaired, until the said bonds and all interest thereon shall be fully paid and satisfied.

Article Second: In case default shall be made in the payment of any semi-annual installment of interest which may accrue upon the said bonds or upon any of them, when such interest shall become due and be demanded and such interest or any part thereof, shall remain unpaid and in arrears for the period of six months or in case default shall be made in the due observance and performance of the covenant of further assurance hereinafter set forth, or in the payment of any taxes, assessments or other governmental charges, which may be lawfully levied or imposed upon the said railroad and premises or upon any part thereof, and either of said last mentioned defaults shall continue for the period of six months or in case default shall be made in the payment of the principal of said bonds, or of any one of them, then and in any and every such case of default, it shall be lawful for the said party of the second part as the trustees under these presents, or for any successors of the said party of the second part in the trust created by these presents, to enter into and upon the railroad and premises hereinbefore granted or conveyed and each and every part of the same, and from thenceforth the said railroad and premises and each and every part thereof, and all and singular the rights and franchises hereinbefore granted, to have, hold and enjoy operating the said railroad by such superintendents, managers, receivers, assistants and servants or other attorneys or agents as the said trustees shall deem proper and making from time to time all such repairs and replacements and all such useful alterations, additions and improvements to the said railroad and premises as the said trustees may deem expedient and judicious. And it shall likewise be lawful for the said trustees, after any and every default happening and continuing as aforesaid, to collect and receive all revenues and profits of the said railroad and premises and of every part and parcel thereof, and after deducting therefrom all the expenses lawfully incurred in making such entry, or in otherwise obtaining possession of said premises including reasonable attorney and counsel fees, as well as any and all expenses of holding, operating and managing the said railroad and premises and conducting the business thereof, including the cost and expense of all such repairs, replacements, alterations, additions and improvements, as may be made by said trustees as aforesaid, and all payments which may be made or be due for taxes and assessments, or other charges of liens prior to the lien of these presents upon the said railroad and premises, or upon any part or parcel thereof and just compensation for the trustees own services to apply any and all revenues and profits of the said railroad and premises which may be received by said trustees as aforesaid, to the payment, first, of all overdue interest on the said bonds, with interest thereon, and secondly to the payment of all interest accruing during such possession of said

trustees, which payments of interest shall be made to the holders of the bonds and coupons, evidencing the right to the same, ratably and without discrimination or preference between them.

Article Third: It is hereby mutually agreed that at any sale of the railroad and property hereinbefore conveyed, which may be made for the purpose of enforcing the lien of these presents, the trustees under these presents for the time being may in thir own discretion, and not otherwise bid for, and if the same be obtainable at the price hereinafter mentioned, purchase and acquire the property so offered for sale, in behalf of all the holders of the bonds aforesaid, which shall then be outstanding in proportion to the amount of said bonds, and of the overdue coupons thereunto belonging by them respectively held.

Provided, However, That nothing herein contained shall authorize the said trustees to bid for the entire property then held upon the trusts of this indenture on behalf of the holders of said bonds, a sum exceeding the whole amount of said bonds then outstanding with the interest accrued thereon, and the expenses of such sale, or an amount reasonably proportioned thereto for any part of the said property.

And it is hereby further agreed that the bonds and overdue coupons aforesaid, or any of them shall be received in payment, or on account of the purchase money of any property which shall be offered for sale as aforesaid, as equivalent to so much of the said purchase money as would be distributable and payable thereon out of the proceeds of such sale.

Article Fourth: In case default shall be made in the payment of any semi-annual installment of interest to accrue on any of the said bonds when such interest shall become payable, and if such interest shall remain unpaid and in arrear for the space of six months, then and in each and every such case of the happening and continuing of such default in the payment of interest, the principal of each and all of the said bonds may be declared by the trustees for the time being hereunder, or by a majority in interest of the holders of all the said bonds which may then be outstanding and unpaid, at the option of such trustees, or of such majority in interest of bond holders to be and thereupon the same shall become and be due and payable immediately notwithstanding that the time limited in said bonds for payment thereof may not then have elapsed.

Article Fifth: It is hereby expressly declared and agreed that in case default shall be made in the payment of interest upon any of the said bonds when such interest shall become due and be demanded, and such default shall continue for the space of six months, or in case default shall be made in the payment of the principal of any of the said bonds when the same shall become due, then, and in either and every such case of default, it shall be the duty of the trustees for the time being, under these presents to take appropriate proceedings at law or in equity to enforce the rights of the holders of said bonds upon a requisition to that effect being made upon the said trustees, signed by

holders of, at least, one third in amount of the said bonds then outstanding.

Article Sixth: The Trustees, under these presents, shall have at all times, while the said bonds, or any of them remain outstanding and are hereby granted full power and authority to be exercised in their own discretion and not otherwise, to release from the lien and operation of these presents in such manner as they may be advised upon the request in writing of the said party of the first part, its successors or assigns any portion of the aforesaid premises, not being a part of the main line of the said railroad which in the judgment of such trustees shall not be necessary for use in connection therewith, and which shall have been acquired for station or depot purposes, or for shops or other buildings, or for supplying fuel, gravel, or other material, but which in the judgment of such trustees, it shall have become unnecessary or inexpedient to retain in consequence of its having become necessary or desirable to change the location of such depot, shop or other building, or to substitute other lands for the purpose of supplying such fuel, gravel or material, provided always that any and all lands and premises which shall be acquired for station or depot purposes, or for shops or other buildings or for the purpose of supplying fuel, gravel or other material shall be conveyed to the said trustees to be held by them upon the trusts of these presents in the same manner as the premises so released. And the said trustees may also allow the said Company, its successors or assigns, to dispose of any rolling stock, equipment, and machinery or other personal property, which may be held for use upon or in connection with said railroad, or the business thereof, but which in said trustees judgment shall have become unfit, or undesirable for such use. Provided always, that any and all rolling stock, equipment and machinery or other personal property which may be acquired in substitution for any similar property so disposed of shall become and be subject to the lien of these presents.

Article Seventh: It is hereby expressly declared, and these presents are upon the condition that if the said party of the first part shall well and truly pay and discharge the interest on each and every of the said bonds as the same shall mature, and shall well and truly pay and discharge the principal of each and every of the said bonds when such principal shall become due and payable according to the true intent and meaning of said bonds and of these presents, and shall well and truly keep and perform the other covenants and agreements in these presents contained to be by it kept and performed, then these presents, and all the estate and interest thereby granted shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue, and the said party of the first part hereby covenants, promises and agrees to and with the said party of the second part and to and with their successors in trust, that the said party of the first part shall and will well and truly pay the said bonds, and all interest to accrue thereon, at the time and in the manner in said bonds mentioned and according to the true intent and meaning thereof.

Article Eighth: It is hereby declared and agreed that the trustee under these presents shall be entitled to a reasonable compensation for any services which the said Trustees may hereafter render in the trust hereby created to be paid by the said party of the first part that the said trustees shall not be answerable for the default or misconduct of any agent, or attorney who may be appointed by them in pursuance of these presents, if such agent or attorney be selected with reasonable care, and that the said trustees shall not be answerable or accountable for anything whatever in connection with said trust, but gross negligence or wilful misconduct or default. And it is further declared and agreed that the trustees hereunder, or either of them, may at any time be removed by a majority in interest of the bona fide holders of said bonds, provided such removal be made by an instrument in writing under seal, duly executed and acknowledged: that the said trustees, or either of them, may resign the trust under these presents at any time by giving sixty days notice in writing of the intention so to do, to the said party of the first part, and to such of the holders of said bonds as shall have registered with such trustees their names and post office addresses, provided such notice of resignation be served on the said party of the first part at its principal office, and on the bondholders who shall have so registered their names and addresses with said trustees, by the deposit thereof in the mail directed to the said bondholders respectively. And it is further agreed and declared that in case the trustees hereby appointed or either of them, or any successor of such trustees shall at any time hereafter die or resign the said Trust, or be removed therefrom as aforesaid, another trustee or trustees may and shall be appointed by a majority in interest of the holders of said bonds, by an instrument in writing duly signed by such majority in interest of said bondholders, or by the votes of a majority in interest of said bondholders given at a meeting of such bondholders duly convened and held as hereinafter provided.

And it is further agreed and declared that in case the appointment of a trustee shall be unduly delayed, and the trust shall remain vacant for more than sixty days, any holder or holders of said bonds to the aggregate amount of One hundred thousand Dollars or upwards, upon reasonable notice to the said party of the first part may apply to any Court of competent jurisdiction for the appointment of a new trustee, but no bondholders shall be entitled to make such application to Court, until a reasonable time, to-wit: Sixty days shall have been allowed for the purpose of enabling a majority in interest of said bondholders to appoint a new trustee as aforesaid.

And it is further agreed and declared that in the event either of the trustees, party of the second part herein, or the successor in trust of either of them, shall die, or for any reason refuse or become unable to act as such trustee then in such case the surviving or other trustee or surviving or other successor in trust, as the case may be, until the appointment of a new trustee, as herein provided, shall have and exercise all the powers and fulfill and discharge all the trusts by these

presents conferred upon or granted to said trustees and their successors in trust jointly.

And it is hereby further agreed that it shall be the duty of any trustee resigning or being removed as aforesaid, to execute, acknowledge, and deliver, not at his own cost or expense, but at the cost and expense of the party of the first part any and all deeds or instruments which he may be reasonably requested by the said new trustee to execute for the purpose of assuring the title in said premises to such trustee.

And it is hereby further expressly declared and agreed that whenever and as often as any contingency shall arise in which the action of a majority in interest of the holders of said bonds shall be necessary or in which the said bondholders are herein declared to have any discretionary voice or power, the trustees hereunder shall be and are hereby authorized and empowered at the proper cost and expense of the said party of the first part, to call a meeting of all the holders of bonds secured hereby to be held in the City of New York, by advertisements to be published three times in each week for four weeks in one newspaper of good circulation amongst the business community in that City and in default of such meeting being called by said trustees within ten days after notification in writing by any bondholder of the necessity therefor it shall be competent for any holder or holders of said bonds to the aggregate amount of One hundred thousand dollars to call said meeting in the manner aforesaid.

Provided, However, That at any meeting called as aforesaid a majority in interest of the holders of said bonds may prescribe and establish such rules as they may deem proper for the calling of future similar meetings, and the regulation of the proceedings thereof. And it is hereby declared and agreed, that at any meeting convened and held pursuant to these presents, the holders of said bonds shall be competent to exercise in person, or by proxy, all the powers and authority conferred upon them by these presents.

Provided, Nevertheless, That any person appearing at said meeting of bondholders and claiming the right to participate therein shall if requested by any bondholder present thereat, produce the bond or bonds upon which such person may claim the right to vote at such meeting, or file an affidavit with the chairman of the meeting that he is the person so claiming the right to participate in such meeting is a holder of one or more of the bonds aforesaid, or the proxy of such holder in which affidavit he shall specify the amount and number of the bonds which he claims to hold or represent before being allowed to vote at such meeting, except for the purpose of temporarily organizing the same and on the adjournment of such meeting all such affidavits shall be delivered to the trustees under these presents.

And This Indenture Further Witnesseth, That the said party of the first part for the consideration aforesaid, has promised, and agreed and does hereby covenant, promise and agree to and with the said party of the second part, and their successors, that the said party of the first part its successors and assigns, shall and will well and truly pay, or cause

to be paid unto the holder or holders of said bonds, the principal and interest thereof, as the same shall become payable according to the tenor of said bonds and the terms of the coupons thereto annexed, and shall and will do, observe and perform any and every act and thing mentioned in or required by these presents to be by it or them done, observed and performed, and that the said party of the first part, its successors and assigns, shall and will, from time to time and at all times hereafter and as often as thereunto requested by the trustees under this indenture, execute, acknowledge, and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the said party of the second part, and unto their successors, upon the trusts herein expressed, the railroad, equipments, appurtenances, franchises, property, and things hereinbefore mentioned, and particularly any and all franchises whatsoever which shall or may at any time hereafter, while the said bonds, or any of them, remain unpaid, be acquired, by the said party of the first part, its successors or assigns, as by the said trustees, or by their counsel learned, in the law, shall be reasonably advised, directed or required.

In Witness Whereof, The said party of the first part, has caused its Corporate Seal to be hereunto affixed, and these presents to be signed by its President and Secretary, and the said party of the second part in order to evidence their acceptance of the trust hereby created, have also subscribed their names and affixed their seals to these presents on the day and year first above written.

The Jacksonville Southeastern Railway Company,

[SEAL] *By* WILLIAM S. HOOK, *President.*

MARSHALL P. AYERS, *Secretary.*

[SEAL] J. H. DUNN,

[SEAL] E. H. BUTLER,

Trustees.

STATE OF ILLINOIS, } ss.
MORGAN COUNTY. }

Be it remembered that on the day of the date hereof, William S. Hook, President of the Jacksonville Southeastern Railway Company and Marshall P. Ayers, Secretary of said Company, who are personally known to the undersigned, a Notary Public for the City of Jacksonville within said County and State and residing at said City of Jacksonville to be the identical persons whose names are subscribed to the foregoing deed of trust, or mortgage, as having executed the same and also personally known to me to be such president and secretary, respectively, did before me severally acknowledge that they executed the said deed by the authority and direction of the said Company for the uses and purposes therein expressed.

In Witness Whereof I have hereunto set my name and affixed my Notarial Seal at my office in Jacksonville, Illinois this —— day of July, A. D. Eighteen hundred and Eighty two. CHARLES L. DRAPER,

[SEAL] *Notary Public.*

Filed July 14th, A. D. 1882, at 3½ O'clock P. M., H. R. Hall, Recorder.

STATE OF ILLINOIS, } ss.
COUNTY OF MARION. }

I, N. W. Salter, Clerk of the Circuit Court and Recorder of Deeds of Marion County, and keeper of the records and files thereof, do hereby certify that the annexed and foregoing is a true and correct copy of Trust Deed wherein The Jacksonville Southeastern Railway Company is Grantor and J. H. Dunn and E. H. Butler, Trustees, are Grantees, which was recorded on the 14th day of July, 1882, at 3½ P. M., in Book T of Mortgages, on Page 340.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Circuit Court at my office in the City of Salem, in said County, this 16th day of March, A.D. 1917.

[SEAL] N. W. SALTER,
Clerk of the Circuit Court and Recorder of Deeds, of Marion County, Illinois.

DECREE, February 27, 1890, Circuit Court, Marion County, Illinois.

* * * * * * * * *

STATE OF ILLINOIS, } ss.
COUNTY OF MARION. }

At a Circuit Court begun and held in and for the County of Marion and State of Illinois at the court house in the City of Salem on the second Monday. It being the 10th day of February, A.D. 1890.

Present. Hon. Benjamin R. Burroughs, Circuit Judge; W. Scott Matthews, Sheriff; C. E. Jennings, States Attorney; Thos. F. Meagher, Circuit Clerk; Officers holding court.

Monday February 10th, 1890. The Court having this day met, being the first day of the term. And the grand jury having been summoned by the Sheriff and being duly called in open court answer to their names as follows towit: * * * * *

Peter Heiss, Peter Heiss and Ferdinand Heiss as Peter Heiss & Son, Peter Klepper, Hugo Prill, Charles Kaiser, Fred Buhler, Godfried Zoeller, Fred Sanders, Anna Schuchman, Barbary Widman, Admx. of Phillip Widman, Dec. Arnold Vortride Admr. of Minnie Vorbride Dec. Anna Eis, Matilda Baumer, Matilda Loyer, Amelia Ackerman, Clara Jahn, Theresa Jahn, Emil Buehler, Admr. of Bertha Buehler Dec. and Isaac Coe Complainants; vs. Original and Amended Bills; The Jacksonville South Eastern Railway Co.; The Louisville and St. Louis Railway Co.

I. Henry Dunn and Edgar H. Butler, trustees & Co. & they and S. C. Payne Freer and John G. Shorthall as trustees &c. & others and the Pennsylvania Fire Insurance Company; The Penn Mutual Life Insurance Company; Charlemangue Tower Jr. and Richard I. Henry Lee, Exrs. of the estate of Charlemangue Tower Sr. dec'd John M. Kennedy, Ferdinand A. Litz; Daniel B. Cummins as executor of the last will of Isaiah V. Williamson Dec. and Daniel B. Cummins and Edward Y. Townsend; The Jacksonville South Eastern Railway Co.; The Louisville and St. Louis Railway Co.; Peter Heiss, Ferdinand Heiss, Peter Klepper, Hugo Prill; Charles

Kaiser, Fred Buehler, Gottfried Zoeller, Fred Sanders, Anna Schuchman, Charles Schuchman, Barbary Wildman Admx. &c. Arnold Vortride Admrs. &c. Anna Eis, Matilda Baumer, Matilda Loyer, Amelia Ackerman, Clara Jahn, Theresa Jahn, Emiel Buehler Admr. of Bertha Buehler Dec. Isaac Co, O. Henry Dunn and Edgar H. Butler as trustees and L. C. Freer and John G. Shortall as trustee & Co., Respondents.

ORIGINAL AND AMENDED BILLS

And now on this 27th day of February 1890 came the parties to this suit by their respective solicitors and this cause came on to be heard upon the original bill and the amendments to the same, the several answers to the original and amended bills of the several respondents to the same the cross bill filed in said cause and the exhibits made part of the same, the answers to the cross bill and the replications to the answers to the original and amended bill and cross bill. And the evidence of the case. And the court having heard the arguments of counsel in cause and being sufficiently advised of and concerning the premises, the court finds that the Jacksonville South Eastern Railway Company on the first day of July 1880, executed a mortgage deed to respondents L. C. Paine Freer and John G. Shortall as trustees on all their line of Railway from Jacksonville Illinois to Litchfield, Ill. to secure 300 bonds of said Company for $1,000 each drawing interest from date at 6 per cent per annum, the interest payable semi annually; that said mortgage included all the rolling stock of said Company and all of its tracks then constructed and to be constructed to Litchfield, Ill. and that said mortgage was duly recorded in the proper counties and became a lien upon all the property of said Railway Company from Jacksonville to Litchfield, Ill. and that all of the principal of said Bonds is unpaid with the interest on the same from January 1st, 1889.

And the court further finds from the evidence that the said Jacksonville South Eastern Railway Company on the first day of July 1882 executed a mortgage upon all of its line of Railway from Jacksonville Illinois to Centralia Illinois, and that at that time the line was constructed from Jacksonville, Ill. to Litchfield, Ill. And was afterwards constructed to Centralia, Ill. That said Railway Company issued 1120 Bonds of $1,000, each secured by said Mortgage said Bonds falling due on Feby 1st, 1912, and drawing interest from date at six per cent per annum payable semi annually. And said Bonds were secured by said mortgage; that said Bonds amounted to $10,000 per mile of completed Railroad. And the Court further finds that the City of Centralia was organized under the law passed by the Legislature of Illinois and that said city was organized under said law prior to the first day of August, 1870.

And the court further finds that the City Authorities of Centralia in the year 1882 duly passed and published an ordinance granting to the Jacksonville South Eastern Railway Company the right of way over and upon Chestnut street in said City with right to lay down and thereafter use a single Railway track upon said street.

And the court further finds that said Railway Company in the month of October 1883 laid a single track upon said street and the same has been used for ordinary Railway purposes since that date that said track was laid upon the level surface of the ground and no part of the abuting property on said street was taken possession of or in any way interfered with in any other way than by said Railway Company except such as resulted from the construction and operation of said railroad upon and over said street for Railroad purposes.

And the court further finds from the evidence that the Jacksonville South Eastern Railway Company failed to pay the taxes upon its property in the several Counties through which said line extends and on the 25th day of June 1889 the trustees named in the mortgage of July 1st, 1882, under the provisions of said deed entered upon and took possession of all of said line of Railroad and its equipment for the benefit of the holders of said Bonds.

And the court further finds that said Railway Company failed to pay the interest on said Bonds falling due July 1st, 1889 upon all of said Bonds and said interest remaining due and unpaid for more than six months, on the second day of January, 1890 Dunn and Butler as trustees named in said mortgage declared the principal of all of said Bonds due and payable and the court further finds that the claims of the several demands set up by the Complainants in the original Bill were for alleged injury to abutting property on said Chestnut street resulting from the construction and operation of said Railroad on said street as aforesaid that said several parties instituted suits against said Railway Company and secured judgments for the amounts and of the dates as follows: Peter Klepper, August 20th, 1888 for $850.00; Hugo Prill, August 27, 1888 for $8,000.00; Fred Buehler, August 27, 1888 for $2,700.00; Gottfreid Doeller, August 27, 1888 for $1,250.00; Matilda Loyer, August 27, 1888 for $1,500.00; Bertha Buehler, August 27, 1888, Amelia Ackerman, August 27, 1888, Clara Jahn, August 27, 1888, Theresa Jahn, August 27, 1888 for $3,000.00; Fred Sanders, August 27, 1888, Charles Schuchman, August 27, 1888, Anna Schuchman, August 27, 1888 for $1,750.00; Anna Eis and Matilda Baumer, August 27, 1888 for $2,400.00; Peter Heiss, August 28, 1888 for $8,875.00 Peter Heiss and Son, August 28, 1888 for $9,000.00; A. Vortride Admr. of &c. August 28, 1888 for $5,000.00; Charles Kaiser, August 28, 1888 for $4,000.00; Isaac S. Coe, August 28, 1888 for $8,000.00; Barbary Widman Ads. of &c. August 29th 1888 for $500.00.

And upon which said judgment execution has been issued as alleged in said bill and the court further finds from the evidence that Charlemagne Towers, Jr. and Richard Henry Lee as Executors of Charlemagne Tower decd. are the owners and holders of Two Hundred of said Bonds with the interest from January 1st, 1889 making together the sum of $213,906.84. That Ferdinand A. Litz is the owner and holder of one hundred of said Bonds with the interest from the first day of January 1889 making the sum of 106.953.42. That Daniel B. C. Cumins as executor of the estate of Isaiah V. Williams Dec. is the owner and holder of one

hundred and sixty of said bonds with the interest from January 1st, 1889, making the sum of $171125.47. That said Daniel Cumins is the owner in his own right of ten of said Bonds with the interest from January 1st, 1889 making the sum of $10655.34. That the Penn Mutual Life Insurance Company is the owner and holder of $50000 of said Bonds with the interest on the same from January 1st, 1889 making the sum of 53476.71. That John M. Kennedy is the owner and holder of twenty four of said Bonds with the interest from January 1st, 1889, making the sum of $25,668.56. That Edward Y. Townsend is the owner of twenty five of said Bonds with the interest from the first day of January, 1889, making $26733.35. That the Pennsylvania Fire Insurance Company is the owner and holder of thirty of said bonds with the interest on the same from January, 1st, 1889 making the sum of $32,086.02. And that all of said bonds are secure by the mortgage of the date of July 1st, 1882 upon the line of said Railway from Jacksonville, Ill. to Centralia, Ill. That all of the outstanding bonds not held by the Complainants in the Cross Bill are also secured by the said mortgage. And the court further finds that said Railway property was and is encumbered by lien for assessed and unpaid taxes in the several counties through which the said road runs as follows, towit: In Morgan County taxes for the year 1888 for the sum of $2,511.05; In Sangamon County for the year 1888 for the sum of $871.43; In Macoupin County for the year 1888 for the sum of $2,739.91; In Montgomery County for the year 1888 for the sum of $1,443.38; In Bond County for the year 1888 for the sum of $2,221.99; In Clinton County for the year 1888 for the sum of $1,198.50; In the County of Marion for the year 1888 for the sum of $977.17.

And the court finds from the inspection of the several declarations filed in the Common law cases in which the judgments hereinbefore mentioned were rendered among other things set up claims for damages which in the opinion of the court would not constitute a lien upon the railway prior to and superior to the mortgage lien to secure the payment of the bonds held by the Complainants in the cross bill and it appearing to the court that the Jacksonville South Eastern Railway Company after filing a plea in each of said cases and the trial of the case of Peter Clepper against said Railway Company abandoned all of the other cases and made no defense in either of said cases, it is therefore ordered by the court that the several judgments be opened And the Complainants in the cross bill be let in to defend said several suits And to the ruling of the Court in this issue Complainants in the original bill excepts and thereupon the Complainants in the original bill and its amendments move the court for an order referring several cases to a jury to ascertain the amount of damage sustained. And the court ordered that said motion be granted and that said several claims of the Complainants in the original bill be referred to the jury to try the question under an issue to be formed under the direction of the court. And it is further ordered and decreed by the Court that the several sums so found in favor of the several complainants in the original bill and its

amendments shall be taken to be and held as a first lien upon the Railroad of the Jacksonville South Eastern Railway Company superior to any mortgage lien in favor of the Complainants in the Cross Bill or the holders of any of the bonds of said Railway Company secured by the mortgage of July 1st, 1882. And it is further ordered that said several judgments shall stand as a security and as a lien upon said Railroad from the date of the said several judgments for whatever sum shall hereafter be found to be in the opinion of the Court a first lien upon said Railroad under the Constitution of the State of Illinois. And the Complainants in the cross bill except to so much of the order made in this cause as holds that any claim in favor of the Complainants in the original bill or either of them is a superior lien upon said Railroad to the mortgage lien of said mortgage dated July 1st, 1882.

And it is further ordered and decreed by the Court that the Jacksonville South Eastern Railway Company pay to the said Complainants in the Cross Bill respectively the several sums of money hereinbefore found to be due each of them and that said payments be made with six per cent interest per annum within twenty days from the date of this decree. And it is further ordered that said sale be made subject to the lien aforesaid and that said sale be also made subject to the lien for taxes due and unpaid. And subject also to the lien of the first mortgage hereinbefore recited And subject to whatever may be found due to Butler & Dunn as trustees on a final settlement with them of their accounts with said Railway Company from June 25th, 1889, the date they entered into possession of the same for benefit of the mortgage Creditors.

And it is further ordered and decreed by the court that in the event of the failure of the said Jacksonville South Eastern Railway Company paying said several sums of money and interest within the time fixed for the same by this order, that the said Jacksonville South Eastern Railway Company and all persons claiming under it be foreclosed of all equity of redemption in and to all and singular the railroad aforesaid and all of its tracks, side tracks sidings depots station and other houses, and all of its shops and other buildings and all equipment-rolling stock, cars of every kind and other machinery.

And it was further ordered and decreed by the court that the Master in Chancery of Marion County, Ill. proceed to sell all and singular said Railroad tracks, rights of way switches sidings and other tracks, depots, station-houses and other buildings and branches and all of its equipment of every kind, said sales to be made at the front door of the court house in the City of Salem in the County of Marion and State of Illinois at option and without redemption for cash and between the hours of 12 o'clock noon and 3 o'clock P. M. of said day.

And it is further ordered and decreed that said Master in Chancery shall require each bidder at said sale for said property to deposit with said Master in Cash three thousand dollars or an amount equivalent to three thousand dollars in value of the bonds of the Jacksonville South Eastern Railway Company secured by said mortgage and dated July 1st, 1882. And any bid of any person not accompanied with either the money or the bonds as hereinbefore provided shall not be taken or received by

said Master as a bid for said property. And it is further ordered and decreed by the Court that the right to bid at such sale is reserved to the said Henry J. Dunn and Edgar H. Butler as trustees and also to each and all of the Complainants in the Cross Bill filed herein upon their complying with the terms of this decree.

And it is further ordered by the Court that said Master in Chancery first advertise all and singular said property describing the same for sale by publication of notice of the same stating the terms and time of sale said notice of sale to be published for four weeks in some public newspaper printed and published in said City of Salem, Ill.

And it is further ordered that said Railroad and all of its equipments be sold as one property and without redemption. And it is further ordered and decreed that the purchaser of said property shall pay on the day of sale, fifty thousand dollars in cash or Fifty Thousand Dollars in the bonds of the Jacksonville South Eastern Railway Company of the date of July first, 1882. And that within ninety days from the date of sale the purchaser shall pay in cash to the Master the sum of Fifty five Thousand Dollars and the remainder of the purchase money may be discharged by the cancellation of the bonds of the Jacksonville South Eastern Railway Company of the date of July 1st, 1882 at par with accumulated and unpaid interest added, said balance of the purchase money to be applied to each and every of the bonds represented in due proportion to each bond at par. And it is further ordered that the holder or holders of any of said bonds not held by either of the parties to this suit shall be entitled to present them. And if presented or evidence of ownership shall be produced within the time limited for the full payment of the balance of said purchase money then each bond so presented or the ownership proven shall be entitled to payment in proportion with these held by the Complainants in the Cross Bill, and it is further ordered that any and all of the bonds of such date not presented or so proven by the date aforesaid shall be barred from all right to participate in the distribution of the proceeds of sale. And it is further ordered that the said Master shall hold the said sum of Fifty five Thousand Dollars so to be brought into court subject to the further order of this court, and it is further ordered that said sum of money shall be held for the payment of whatever sum may be hereafter found due the Complainants in the original bill and its amendments upon the final hearing in the several cases of the judgments referred to in said Bill and which several judgments have been ordered opened in this case for further investigation and which said sum shall be found of the character entitling the Complainants or either of them to a lien in the opinion of the court upon the railroad of the said Jacksonville South Eastern Railway Co. superior and prior to the lien treated by the mortgage of July 1st, 1882, in the opinion of the court under the Constitution of the State of Illinois.

And the Complainants in the cross bill except to the refusal of the Court in the ruling hereinbefore made.

And it is further ordered that the Master in Chancery of this Court execute an additional Bond as such Master in the penal sum of Fifty

Thousand Dollars with to be approved by the Judge of this court, and filed in the office of the Clerk of this Court before the execution of this decree.

And it is further ordered and decreed that any of said bonds described in the pleadings in this case and not heretofore produced in this court shall be produced or the holders shall come into this case and apply for relief, then it is ordered that said holders so coming into this case shall be entitled to share equally in the proceeds of said sale with the Complainants in the Cross Bill, that is to say, the purchase money shall be applied equally to each bond so represented.

And it is further ordered and decreed by the court that unless the holders of the said bonds of the date of July 1st, 1882, and not parties to this suit, shall appear before the Master and make proof of ownership of said Bonds within sixty days from the date of this decree if a sale shall be made under this decree, then all such owners or holders as do not so appear within the time mentioned shall be barred by this decree and the proceeds of said sale except so far and as much thereof as shall he hereafter directed by this Court to be paid to Complainants in original bill and its amendments shall be applied in proportion to the claim of each owner is to the purchase price of the property after deducting all costs that is to say, the application shall be pro rata on each bond presented.

And it is further ordered and decreed that said Master in Chancery shall execute a deed conveying all of said property to the purchaser or purchasers upon such purchasers complying with the terms and conditions of said sale. And it is further ordered and decreed that said Master in Chancery shall execute a deed conveying all of said property to the purchaser or purchasers upon such purchasers complying with the terms and conditions of said sale. And it is further ordered that said Master shall make report of his proceedings to this Court. And it is further ordered that the respondent J. Henry Dunn and Edgar H. Butler as trustees make final report of all of their business from the 25th day of June, 1889, to the date of said sale connected with and concerning the operation of said Railway for the use and benefit of said holders of the mortgage bonds aforesaid.

Approved BENJ. R. BURROUGHS, *Judge.*

STATE OF ILLINOIS, } ss.
COUNTY OF MARION. }

I, John M. Shultz, Clerk of the Circuit Court in and for said county, do hereby certify that the above and foregoing is a true and perfect copy of the convening order and decree rendered by said Circuit Court at the February term, A. D. 1890, in the case of Peter Heiss et al. vs. Jacksonville Southeastern Railway Company, et al, as the same appears of record in my office, as recorded in Circuit Court record "S" pages 319, 377, 378, 379, 380, 381, 382, 383, 384 and 385.

[SEAL] JOHN M. SHULTZ,
Clerk of Circuit Court.

DECREE, August 15, 1890, Circuit Court, Marion County, Illinois.

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STATE OF ILLINOIS, } ss.
COUNTY OF MARION. }

At a regular term of the Circuit Court began and holden in and for the County of Marion and State of Illinois at the Court house in the City of Salem on the second Monday. It being the eleventh day of August, 1890. Present Officers holding court: Hon. William Snyder, Judge; Thomas F. Meagher, Clerk; W. Scott Matthews, Sheriff; C. E. Jennings, State's Attorney, being sick and unable to attend court, the court appoints William D. Farthing States Attorney for this term of court.

Monday August 12th, 1890. The court having this day met being the first day of the term. And the Grand Jury having been summoned by the Sheriff and being duly called in open court answered to their names as follows, to wit: * * * * *

Peter Heiss and other Complainants in original bill
vs.
The Jacksonville South Eastern Railway Co., and other Respondents in original bill and the Penn Mutual Life Insurance Company, The Pennsylvania Fire Insurance Co., and other complainants.

Cross Bill
vs.
The Jacksonville South Eastern Railway Co., and other Respondents in Cross Bill.

And now on this fifteenth day of August, 1890 came the parties to this suit and the Court thereupon ordered an issue to be formed in said cause to be tried by a jury in order to ascertain the amount of the damage the Complainants in the original bill filed herein are entitled to that said Issue be in the following form towit.

And now on this fifteenth day of August 1890 it being one of the days of the August term 1890 of this Court come the said parties by their respective solicitors and the solicitors for each of said parties as claim to be holders of judgments of this Court against the said Defendant the Jacksonville South Eastern Railway Co. as described in the bill of Complaint herein move the court to submit to a trial by jury the following issue of fact the damages embraced in each of said judgments being the judgments in the following cases:

Peter Heiss
vs.
The Jacksonville South Eastern Railway Co.

Peter Heiss & Son
vs.
The Jacksonville South Eastern Railway Co.

Hugo Prill, Fred Buehler
vs.
The Jacksonville South Eastern Railway Co.

Godfried Zoeller
vs.
The Jacksonville South Eastern Railway Co.

Matilda Loyer
vs.
The Jacksonville South Eastern Railway Co.

Charles Kaiser
vs.
The Jacksonville South Eastern Railway Co.

Bertha Buehler
vs.
The Jacksonville South Eastern Railway Co.

Fred Sanders
vs.
The Jacksonville South Eastern Railway Co.

Anna E. Eis, et al.
vs.
The Jacksonville South Eastern Railway Co.

Barbara Widman Admr.
vs.
The Jacksonville South Eastern Railway Co.

R. Vortride Adm. & C.
vs.
The Jacksonville South Eastern Railway Co.

Peter Klepper
vs.
The Jacksonville South Eastern Railway Co.

Isaac F. Coe
vs.
The Jacksonville South Eastern Railway Co.

towit. what if any damage has the plaintiff or plaintiffs sustained in the permanent deterioration in the market value of the property described in the Declarations filed herein by reason of the location and subsequent use and operation of the Railroad of the said Jacksonville South Eastern Railway Co. upon and along Chestnut street in the City of Centralia and State of Illinois.

And the court having heard the argument of solicitors for each of said parties on said motion and being advised in the premises and on consideration thereof it is ordered by the Court that said motion be and the same is allowed and that said question of fact as above in said

motion set forth be submitted and tried by the Court and a jury at the present August term of this Court or as soon thereafter as the same can be heard and for the purpose of such trial it is further ordered by the Court that the said issue of fact in said judgments be set for trial as follows, that in the first four above named judgments said trial be set for Monday August 25th A. D. 1890, and the second four be set for trial on Tuesday August 26th A. D. 1890 and the third four be set for trial on Wednesday August 27th A. D. 1890 and the rest for trial on Thursday August 29th A. D. 1890. And afterwards towit on the 25th day of August 1890 came the parties to this suit and the Court thereupon a jury was empannelled to try the issue formed by the order of the Court, said jury after hearing the evidence and the instructions of the court in the case of Peter Heiss vs. the Jacksonville South Eastern Railway Co. refered to in the original bill rendered a verdict as follows, towit: We the jury find that lots 8 9 and 10 in Block 44 sustained damages to the amount of thirty eight hundred Dollars and that the East half of the south half of Lot 10 Block 28 sustained damages to the amount of Seven hundred dollars whereupon the Complainants in the Cross Bill entered a motion to set aside the verdict and thereupon came on to be tried the issue ordered to be tried the issue ordered to be tried in the case of Peter Heiss & Son vs. Jacksonville South Eastern Railway Company and the jury after hearing the evidence in the case returned a verdict for the Defendant and thereupon came on to be tried by a jury the issue formed in the case of Hugo Prill vs. Jacksonville South Eastern Railway Co. and the jury after hearing the evidence returned a verdict into court in favor of the said Prill as follows towit. We the jury find a verdict in favor of Hugo Prill Twelve Hundred and eighty Dollars being damages and the Complainant in the cross bill entered a motion for a new trial and thereupon came on to be tried by the jury the issue formed in the case of Fred Buehler vs. the Jacksonville South Eastern Railroad Co. and the jury having heard the evidence and instructions of the court returned a verdict in said case as follows, towit. We the jury find Fred Buehler a business as hardware merchant sustained damages to the amount of $300.00 on S½ Lot 6 Block 28 and thereupon the Complainants in the Cross Bill entered motion for a new trial and thereupon came on to be tried the case of Godfrey Zoeller vs. the Jacksonville S. E. Railroad Co. and the jury after hearing the evidence and instructions returned a verdict for the plaintiff as follows towit. We the jury find that the plaintiff has sustained damages on real estate to the amount of ($350) Three Hundred and fifty Dollars and on business ($95.00) Ninety five and thereupon the Complainants in the Cross Bill entered a motion to set aside the verdict.

And thereupon came on to be tried the case of Matilda Loyer vs. the Jacksonville South Eastern Railway Company and the jury after hearing the evidence returned into court a verdict as follows: towit. We the jury find the property described towit in Lot 5 in Block 28 sustained damages to the amount of Eight Hundred (800.00) on two thirds of said property and the Complainants in the cross bill entered a motion for

a new trial and thereupon came on to be tried the case of Charles Kaiser vs the same. And the jury after hearing the evidence returned a verdict towit. We the jury find that the plaintiff is entitled to One Hundred and eighty ($180) Dollars damages, and thereupon the Complainants in the cross bill entered motion for a new trial and thereupon came on to be heard the case of Bertha Buehler et al vs. the same. And the jury having heard the evidence returned a verdict into court as follows towit. We the jury find that the property described towit Lot 6 in Block twenty eight sustained Damages to the amount of $475.00 and thereupon the Complainants in the Cross Bill entered a motion for a new trial.

And thereupon came in the case of Ferd Sanders and others vs. the same. And the jury after hearing the evidence returned a verdict into court as follows towit We the jury find that the Plaintiff has sustained damages to the amount of $455. And thereupon Complainants in the Cross Bill entered motion for a new trial. And thereupon came on to be heard the case of Anna Eiss and others vs. the same and the jury after hearing the evidence returned into Court a verdict as follows towit. We the jury find the property described towit, in Lot 3 Block 28 and in 21 feet off of south side of Lot 2 in Block 28 sustained damages to the amount of $850.00. And thereupon Complainants entered motion for a new trial and thereupon came on to be heard the case of Barbary Widman Admx. of &c. vs. the same. And the jury after hearing the evidence returned a verdict as follows towit. We the jury find that the plaintiff is entitled to $230 damages and thereupon Complainant in the cross bill entered their motion for a new trial.

And thereupon came on to be tried the case of A. Vortride Admr. of &c. vs. the same. And the jury having heard the evidence in the case returned into court the following verdict towit. We the jury find that the property described towit 21 feet south side of Lot Nine Block 21 in the Original town of Centralia sustained damages to the amount of $500.00. And thereupon the Complainants in the Cross bill entered motion for a new trial. And thereupon came on to be heard the case of Isaac S. Coe vs. the same.

And the jury having heard the same in the case returned a verdict into court as follows towit. We the jury find that Isaac S. Coe has sustained damages on the above described property to the amount of Eleven Hundred and Ninety Dollars and thereupon the said Complainants in the Cross Bill entered motion to set aside the verdict in this case.

Whereupon the motions for new trials were set for hearing on Friday, the 12th inst. And now on Friday, the 12th day of September 1890 came on to be heard the motion of the complainants in the Cross Bill to set aside the several verdicts rendered by the jury upon reason filed, And the court having heard the same and being fully advised of and concerning the premises ordered that said motion in each case overruled, to the opinion of the court at the time the complainants in the cross bill excepted. And thereupon the complainants in the original Bill

entered a motion to set aside the sale of the property ordered by the court by an order entered at the last term of this court to be sold. And the Court overruled the same. Complainants then offered in evidence the same original judgments set out in the original bill. And thereupon the court found that the sum of the several verdicts so found by the jury amounted to the sum of Eleven thousand Two Hundred and five Dollars and that each and all of the several sums making up the same are under the provisions of the Constitution of the State of Illinois a lien upon the Railroad and other property described in the original bill and in the cross bill and mortgage made a part of the same and that by force of the Constitution of the State of Illinois the several plaintiffs in said common law suit have a prior and superior lien upon use of said railroad and other property to the lien of the mortgage of the said holder of the said mortgage bonds of the Jacksonville South Eastern Railroad Company dated July 1st 1882 and described in the mortgage made part of Cross Bill to Defendants Dunn and Butler as trustees. And it is therefore further ordered that the Master out of the proceeds of the sale of said property under the sale ordered made by decree of the date of February 27th 1890 first pay as follows towit.

To Peter Heiss the sum of $4500.00; To Hugo Prill the sum of $1280; To Fred Buehler the sum of $300.00; To Godfrey Zoeller the sum of $445.00; Matilda Loyer, the sum of $800.00; Charles Kaiser, the sum of $180.00; To Bertha Buehler and others the sum of $475.00; To Fred Sanders and others the sum of $455.00; To Anna Eis et als the sum of $850.00; To Barbara Widman Admx. &c. $230.00; To A. Vortride Admx. of &c. $500.00; To Isaac S. Coe the sum of $1,190.00; making the sum of Eleven Thousand Two Hundred and five Dollars which said Master is ordered to pay out of the proceeds of the cash payment provided to be made on the sale of said mortgaged property to all of which ruling the Complainants in the Cross bill at the time excepted. And it is further ordered that his cause is set for final disposition on the fourth day of October, 1890, to give time for the Master to complete his report of sale.

And now on this fourth day of October, 1890, came again the parties hereto and the complainants in the cross bill presented the Masters report of sale, under the order and decree rendered therein, at the last term of this Court and move the court to approve the same which Masters report is in the words and figures following towit.

To the Hon. R. R. Burroughs presiding Judge of said Court. The undersigned Master in Chancery of said court respectfully submits his report of his acting and doing under the order and decree rendered in the above entitled cause at the last term of this Court. That the said Jacksonville South Eastern Railway Company failed to pay any part of the several sums of money found by said decree to be due the several Complainants in the Cross Bill that after the expiration of the time fixed for such payment by decree at the instance of the said Complainants in the Cross Bill the undersigned caused all and singular the Railroad and other property described in said order and decree to be

advertised for sale by publication of notice thereof in the Marion County Republican a public newspaper printed and published in the City of Salem and State of Illinois stating therein the terms and conditions of said sale as fixed by the order and decree aforesaid and describing the property to be sold as the same is described in the order and decree aforesaid which notice of said sale was duly published for four successive weeks in said paper prior to the day fixed by said notice for said sale and stating therein that he would attend at the south front door of the court house in the City of Salem and State of Illinois between the hours of twelve o'clock noon and three o'clock P. M. on the tenth day of May 1890 and offer for sale for cash to the highest bidder all and singular the railroad and other property to satisfy said decree and order aforesaid a duly certified copy of said notice of sale as hereto attached and made a part of this report. And the undersigned further reports that at the time and the place specified in the notice of sale aforesaid the undersigned Master in Chancery as aforesaid attended and thereupon offered all of said property for sale upon the terms and conditions as fixed by the decree and order aforesaid. And at said sale Robert F. Kennedy Charlemagne Tower Sr. and John H. Catherwood as a Committee representing the mortgage creditors mentioned in said decree and order of sale bid the sum of Five Hundred Thousand Dollars for said property and said bid being the only bid made at said sale the said Railroad and all other property was then and there struck off to them for that sum. And thereupon on the same day the purchasers paid the costs of said suit and of sale taxed at the sum of $281.55 and paid to the undersigned fifty of said mortgage bonds of said Railway Company dated July 1st, 1882 and numbered 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, & 794 each for One Thousand Dollars with interest warrants from July 1st 1889 attached and all subsequent years. That upon the payment of costs and the said sum of Fifty Thousand Dollars in the bonds of said Railway Company the undersigned executed and delivered to said Bidders a certificate showing said Bid and payments and showing that said bidders would be entitled to a deed to be executed by the undersigned as Master in Chancery as aforesaid when the terms and conditions of said sale were fully complied with. And the undersigned further reports that said bidders did not pay to the undersigned as Master in Chancery the sum of Fifty-five Thousand Dollars as a part of the purchase money as directed by said order and decree within ninety days from the date of said sale nor at any time that since the retrial of the several common law cases as ordered by said order and decree and on this fourth day of October 1890 said bidders have tendered to the undersigned the sum of Eleven Thousand Two Hundred and five Dollars in cash that being the sum total of the several verdicts rendered upon second trial and have tendered to the undersigned the balance of said bid after deducting the cash for pay-

ment of costs, and the cash now tendered and the fifty thousand Dollars in Bonds deposited on day of sale the balance in full of said bid of five Hundred Thousand Dollars in said Bonds. The undersigned has prepared and has ready for delivery to said purchasers at said sale a deed for all and singular the Railroad and other property sold as aforesaid according as the Court may direct. The undersigned further reports that the holders of the bonds of said Railway Company of July 1st, 1882 and not owned by the Complainants in cross bill failed to appear before the undersigned as Master in Chancery and make proof of such ownership and the undersigned further reports that the purchaser surrendered to be cancelled of said series of bonds the following from 271 to 290 inclusive, from 637 to 646 inclusive. Bonds Nos. 185, 186, 187, 198, 199, 240, 253, 252, 254, 255, 451 to 500 inclusive, 856 to 860 inclusive, 866 and 867 inclusive, 56 to 65 inclusive, 697 to 706 inclusive, 556 to 360 inclusive, 387 to 388 inclusive, 79 and 80, 908, 912, 913, 928 & 731. Bonds Nos. 256, 903, 904. Bonds Nos. 597, to 606 inclusive. Bonds Nos. 881 to 890 inclusive. Bonds Nos. 46 to 55 inclusive. Bonds Nos. 436 to 440 inclusive. Bonds Nos. 71 to 80 inclusive. Bonds Nos. 261 to 270 inclusive. Bonds Nos. 683 to 686 inclusive. Bonds Nos. 923 to 927 inclusive; 193 to 928 inclusive, to 931 inclusive; 197, 195, 194, 97 to 156 inclusive, 741 to 760 inclusive.

Also the following bonds.

Nos. 11 to 40 inclusive. Nos. 607 to 636 inclusive. Nos. 781 to 790 inclusive. Nos. 1 to 10 inclusive. Nos. 81 to 85 inclusive. Nos. 377 to 386 inclusive. Nos. 821 to 835 inclusive. No. 682.

These bonds are in addition to the fifty bonds deposited at the time of sale, making in all Four Hundred and forty-nine bonds, the interest upon which is now due, and unpaid amounts to Forty Thousand three Hundred and twenty Dollars (40,320) which added to the principal and the Eleven Thousand Two Hundred and Five Dollars paid in cash makes the sum of Five Hundred Thousand Five Hundred and twenty-five Dollars besides the costs heretofore paid amounting to $281.55. All of the above bonds are now in my hands subject to the order of the Court.

L. M. KAGY,

Master in Chancery of
Marion County, Illinois.

And the court having fully considered the said report and being fully advised of and concerning the same, it is ordered and adjudged that the same be in all things approved. And it is further ordered that said Master in Chancery accept from said bidders at said sale the said sum of Eleven Thousand two Hundred and five Dollars in cash mentioned in said report in lieu of the sum of fifty-five thousand Dollars cash on said sale as ordered and directed by the decrees and order of sale made and entered at the last term of this court. And it is further ordered and decreed by the Court that said Master in Chancery except of and from said purchasers payment of the balance of said bid of Five Hundred thousand Dollars in the bonds of said Railway Company of

the Date aforesaid and it is further ordered and decreed by the court that the Master upon receipt by him of said balance in bonds from said purchasers deliver to them a deed conveying all and singular the Railroad and other property mentioned in said decree of sale subject to the liens in said order of sale mentioned and provided for. And it is further ordered and decreed that the Master in Chancery distribute said sum of Eleven Thousand Two Hundred and five Dollars the cash aforesaid in payment of the said several sums found by the jury in each of said cases. Satisfaction of the lien in favor of each of said Complainants in the original Bill given them under and by force of the Constitution of the State of Illinois except the case of Peter Klepper and of Henry H. Smith which cases are dismissed on motion of their solicitors.

And the court further orders and directs that the Master inasmuch as the amount of the sale of said mortgaged property after the payment of the costs and of the cash paid into court and ordered to be paid to the said several complainants in the original bill excepting Peter Klepper does not provide a fund sufficient with which to discharge the several sums found due the several Complainants in the cross bill. It is therefore ordered and decreed that the Master make a calculation ascertaining the proportion of said balance after deducting the costs and the said sum of Eleven Thousand and two Hundred and five Dollars each of the said Complainants will be entitled to out of said balance and showing the balance of said indebtedness due to each of said Complainants in the Cross Bill from the said Jacksonville South Eastern Railway Co. and the said Complainants in the Cross Bill except to the opinion of the Court in rendering said decree and prayed an appeal to the supreme court which is granted by the Court upon condition the Appellants enter into bond payable to the Complainants in the original bill except Peter Klepper in the sum of Twenty five Hundred Dollars conditioned according to law, said bond and certificate of evidence or bill of exceptions to be filed in thirty days by consent and it is further ordered that said Master retain said sum of Eleven thousand two hundred and five Dollars in his hands and not pay out the same until the expiration of thirty days from this date and if said appeal bond shall to filed, then he shall retain in his hands said sum of money till the disposition of said appeal, said appeal bond to be signed by William S. Hook and Isaac L. Morrison as sureties conditioned as follows towit. For the payment of interest at legal rate upon said several judgments from their several dates, of all costs taxed herein by the decree And for the payment of all costs and demands occasioned by the taking of the said appeal and it is further ordered that this cause stand upon the docket for the further report of said Master and for final settlement with respondents, Dunn and Butler.

STATE OF ILLINOIS }
COUNTY OF MARION } ss.

I, John M. Shultz, Clerk of the Circuit Court in and for said County, do hereby certify that the above and foregoing is a true and perfect copy

of the convening order and decree rendered by said Circuit Court at the August term, A. D. 1890, in the case of Peter Heiss et al. vs Jacksonville Southeastern Railway Company, et al. as the same appears of record in my office as recorded in Circuit Court record "U", pages 1, 72, 73, 74, 75, 76, 77, 78 79, 80, 81 and 82.

JOHN M. SHULTZ,
[SEAL] *Clerk of the Circuit Court.*

MASTER'S DEED, October 4, 1890, to Robert F. Kennedy et al. Committee.

* * * * * * * * *

This Indenture made and entered into this fourth day of October A. D. 1890, by and between L. M. Kagy, Master in Chancery of the county of Marion and State of Illinois, party of the first part, and Robert F. Kennedy, Charlemagne Tower, Jr., and John H. Catherwood as a committee representing the Mortgage creditors of the Jacksonville Southeastern Railway Company, parties of the second part, witnesseth; that whereas at the February term A. D. 1890 of the Circuit court of the County of Marion and State of Illinois, in a certain case therein pending, wherein Peter Heiss and others were complainants, on original bill, and the Jacksonville Southeastern Railway Company and others, were respondents; the Penn Mutual Life Insurance Company, the Penn Fire Insurance Company and others were complainants in a cross bill, and the Jacksonville Southeastern Railway Company, and others were respondents, it was ordered and decreed, amongst other things by the court that the Jacksonville Southeastern Railway Company pay to the several complainants in the cross bill the several sums found due each of them by said decree, with six per cent interest per annum from date thereof in twenty days from the date of this decree and order aforesaid, and in the event of the failure of the said Railway Company to pay the said sums of money then it was further ordered that the Master in Chancery of said county and State proceed to sell at the front door of the court house in the city of Salem, county of Marion, and State of Illinois, at public auction for cash to the highest bidder, between the hours of twelve o'clock noon and three o'clock P. M. of the day fixed for said sale, said sale to be of all and singular the Railroad aforesaid, and all of its tracks, side tracks, sidings, stations and their houses, and all of its shops, and other buildings, and all equipments, rolling stock, franchises, and cars.

And it was further ordered by the court that the Master require a deposit of three thousand Dollars in cash or an amount equivalent to that sum in value of the Mortgage bonds of the Jacksonville Southeastern Railway Company of the date of July 1st, 1882, and that no bid should be received by him unless the same should be accompanied with the cash, or its equivalent in the said bonds.

And it was further ordered that said sale be made subject to the lien for unpaid taxes, and subject to any balance due to Dunn and Butler trustees, found on final settlement, and subject to the out standing Mortgage described in cross bill.

And it was further ordered that said Master advertise said property for sale, by publication of notice of said sale, stating the time, terms, and conditions of said sale with a description of the property to be sold, by publication of notice in some public newspaper, published in the city of Salem, Illinois, said notice of sale to be published for four weeks prior to said sale. And it was further ordered that the purchaser should pay on the day of sale, to the Master in chancery, fifty thousand dollars in cash, or fifty thousand dollars in the bonds of said railway company dated July 1st, 1882, and should pay to the Master, in ninety days from said date of sale, fifty five thousand dollars in cash, and the remainder of the purchase money to be paid in the Bonds of said Railway Company at the election of the purchaser. And it was further ordered that said railway property be sold as one property and without redemption. And, whereas, the Jacksonville Southeastern Railway Company failed to pay any part of the said several sums of money so ordered to be paid within the time limited by said order.

And, whereas, the party of the first part, as Master in chancery as aforesaid, in the execution of the decree and order aforesaid caused the said railway property to be advertised, for sale by notice published in the city of Salem, in the county of Marion and State of Illinois, in which notice was stated the time, terms, and place of sale, and describing therein the property to be sold, as aforesaid and stating therein that he would attend at the front door of the Court House, in the city of Salem between the hours of twelve noon and three o'clock P. M. on the tenth day of May, 1890, and offer for sale said property on the terms and conditions in said order and decree contained, which said notice of sale was published for four weeks prior to the date fixed for said sale. And at the time and place specified in the notice of sale aforesaid the party of the first part attended, and thereupon offered for sale, upon the terms and conditions in said order and decree provided, and in said notice of sale mentioned, the railroad and other property in said order mentioned and described; and the parties of the second part, being the highest and best bidder for the same, became the purchasers thereof for the sum of five hundred thousand Dollars. And whereas at a subsequent term of the court holden on the 4th, day of October 1890, it was further ordered and decreed that the purchasers pay the Master in chancery the sum of Eleven thousand two hundred and five dollars in lieu of the sum of fifty five thousand dollars as originally decreed, and that the balance of the purchase money be paid in the bonds of the said company of the issue of July 1st, 1882.

And the parties of the second part having fully complied with all the terms and conditions of said sale, as modified by said decree of October 4th, 1890, the party of the first part, as Master in chancery, as aforesaid, thereupon sold and by these presents does sell and convey to the parties of the second part, their heirs and assigns, all and singular the railroad, and all of its equipment, and more particularly described as follows, and being a railroad extending from the City of Jacksonville in the County of Morgan, in the State of Illinois, and extending from thence to the City of Centralia, in Marion County, Illinois, including all its railway,

tracks, side tracks, rights of way, depots, stations, station houses, car houses and other buildings, machine shops, and other shops of every kind and all of its equipments, cars, engines, handcars, and other cars, and all of its tools and other implements used or applied in the conduct of its business, and all other property to the said Railroad belonging or pertaining, and all of its franchises and other rights.

And for the consideration aforesaid, the party of the first part, as Master in Chancery aforesaid, does by these presents bargain, sell and convey to the parties of the second part, their heirs and assigns all and singular the railroad and other property to have and to hold the same to the said parties of the second part, their heirs and assigns forever.

In testimony whereof the said party of the first as Master in Chancery as aforesaid, has hereunto set his hand and affixed his seal the day and year first herein written.

The words "said sale" and "side tracks" being first interlined on the first page.

[SEAL] L. M. KAGY,
Master in Chancery of Marion County, Illinois.

STATE OF ILLINOIS }
MARION COUNTY } ss.

Be it remembered that on this day personally appeared before me the undersigned Clerk of the Circuit Court of said county L. M. Kagy, Master in Chancery of said county and who is personally known to me to be the same person who executed the foregoing deed and who is also known to me to be Master in Chancery of said county, and acknowledge that he had executed the same in said capacity of Master in Chancery, freely and voluntarily for the uses and purposes therein set forth.

In testimony I have hereunto subscribed my name and affixed my seal of office at Salem, this 4th day of October, A. D. 1890.

[SEAL] T. F. MEAGHER, *Clerk.*

Filed for record Oct. 9th, A. D. 1890, at 9 O'Clock, A. M.
B. B. OLBERT, *Rec.*

STATE OF ILLINOIS }
MACOUPIN COUNTY } ss.

I, Thomas Cain, Clerk of the Circuit Court and ex-officio Recorder for the County in the State aforesaid, do hereby certify, that the above is a true, perfect and complete copy of a Deed Recorded in my office Oct. 9, 1890, at 9 o'clock, A. M. on Record "EO" pages 128, 129, 130, and 131, as it appears from the records in my office. I hereby certify that I am custodian of said records.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Carlinville, Illinois, this Second day of August, A. D. 1912.

[SEAL] THOMAS CAIN,
Circuit Clerk and ex-officio Recorder.

DEED, January 23, 1891. Robert F. Kennedy et al. Committee, to William Elliott.

This Indenture, made and entered into this twenty-third day of January A. D. 1891, by and between Robert F. Kennedy, Charlemange Tower Junr. and John H. Catherwood, as a committee representing the mortgage creditors of the Jacksonville Southeastern Railway Company parties of the first part, and William Elliott, of the City of Philadelphia, and State of Pennsylvania party of the second part, Witnesseth; that for and in consideration of the payment of the sum of One Million one hundred and eighty seven thousand, two hundred Dollars, payable in the first consolidated Mortgage bonds of the Jacksonville, Louisville & St. Louis Railway Company, at par, the parties of the first part, have sold, and by these presents do sell, quit claim and convey to the party of the second part, his heirs, and assigns, all and singular the railway and all of its equipment, more particularly described as follows, and being the railway formerly known as the Jacksonville South Eastern Railway, extending from the city of Jacksonville in the County of Morgan, and State of Illinois, through the counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton, and Marion to the City of Centralia in the county of Marion and State of Illinois, including all its railway tracks, side tracks, rights of way, depots, stations, station houses, car houses and other buildings, machine shops and other shops, of every kind and all of its equipments, cars, engines, hand cars, and other cars, and all of its tools, and other implements used or applied in the conduct of its business, and all other property, to the said railway belonging or pertaining, and all of the franchises and other rights, the property hereby conveyed being the same property conveyed to the parties of the first part by L. M. Kagy, Master in Chancery, of the county of Marion in the State of Illinois, by deed of date of the fourth day of October A. D. 1890. And for the consideration aforesaid, the receipt whereof is hereby acknowledged, the parties of the first part do by these presents bargain, sell and convey to the party of the second part his heirs and assigns, all and singular the railway and other property, to have and to hold the same to the party of the second part, his heirs and assigns forever.

In testimony whereof the parties of the first part have hereunto set their hands and affixed their seals the day and year first herein named. In presence of

H. F. Reardon,
John Sparhawk Jr.,

Robert F. Kennedy, [seal]
Charlemagne Tower Jr., [seal]
Jno. H. Catherwood, [seal]

the date January A. D. 1891 having been first written over December A. D. 1890.

State of Pennsylvania, } ss.
County of Philadelphia }

I, H. F. Reardon a Notary Public within and for the county aforesaid, State of Pennsylvania Do hereby certify that on the 23rd day of January Anno Domini One thousand eight hundred and ninety one (1891) Robert

F. Kennedy, Charlemagne Tower Jr. and John H. Catherwood personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth and contained.

In witness whereof I hereunto set my hand and affixed my notarial seal, at the city of Philadelphia this twenty third day of January Anno Domini one thousand eight hundred and ninety one.

H. F. REARDON,
[SEAL] *Notary Public.*
Philadelphia County, Pennsylvania.

Filed for record Feby. 7th, A. D. 1891 at 11 o'clock A. M.

B. B. OLBERT,
Rec.

STATE OF ILLINOIS }
MACOUPIN COUNTY } SS.

I, Thomas Cain, Clerk of the Circuit Court and ex-officio Recorder for the County in the State aforesaid, do hereby certify that the above is a true, perfect and complete copy of a Quit-Claim Deed Recorded in my office Feby. 7, 1891, at 11 o'clock, A. M. in Book "EO" pages 303 and 304, as it appears from the records in my office. I hereby certify that I am custodian of said records.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Carlinville, Illinois, this Second day of August, A. D. 1912.

[SEAL] THOMAS CAIN,
Circuit Clerk and ex-officio Recorder.

THE JACKSONVILLE, LOUISVILLE & ST. LOUIS RAILWAY COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated December 30, 1889, and filed with the Secretary of State January 18, 1890, and recorded in Book 11 of Railroad Records.

Article 2 of the said Articles provides as follows:

"The railway hereby intended to be constructed, leased or purchased, owned and operated, is as follows: Beginning in the City of Jacksonville, in the County of Morgan and State of Illinois, and running through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion, in the State of Illinois, and terminating in the City of Centralia, in the said County of Marion."

The date of its organization is not given because its record books are not available and it was formed for the purpose of acquiring the line from Centralia to Jacksonville formerly The Jacksonville Southeastern Railway Company; one hundred eleven and nine-tenths miles.

By deed dated January 23, 1891, this company purchased from William Elliott the line of railway extending from Centralia to Jacksonville, Illinois, formerly the property of The Jacksonville Southeastern Railway Company, this company having been formed for the purpose of acquiring this railroad property.

The Jacksonville, Louisville & St. Louis Railway Company executed a trust deed, dated May 1, 1890, to the Finance Company of Pennsylvania, Trustee. Being in default, the Circuit Court of the United States for the Southern District of Illinois, by decree dated April 23, 1896, ordered that all of its property be sold, and appointed Samuel P. Wheeler as Receiver.

Of date June 29, 1896, Philip Barton Warren, Special Master in Chancery, conveyed to Robert F. Kennedy and J. H. Dunn, the railroad property formerly owned by The Jacksonville, Louisville & St. Louis Railway Company.

By deed dated October 1, 1896, Robert F. Kennedy and J. H.

Dunn conveyed to The Jacksonville and Saint Louis Railway Company the railroad property and franchises formerly belonging to The Jacksonville, Louisville & St. Louis Railway Company.

ARTICLES OF ASSOCIATION, December 30, 1889. The Jacksonville, Louisville & St. Louis Railway Company.

* * * * * * * * *

Be it Remembered, That we, the undersigned, Isaac L. Morrison, David W. Rider, Weston W. Kent, William S. Hook and Marcus Hook, all of the City of Jacksonville and County of Morgan, in the State of Illinois, have made and entered into the following Articles of Association, for the purpose of constructing, leasing or purchasing, owning and operating a railway in the State of Illinois, which Articles have been adopted and signed by us, as follows:

ARTICLE I.

The name of the corporation hereby proposed to be created is, and shall be, The Jacksonville, Louisville & St. Louis Railway Company.

ARTICLE II.

The Railway hereby intended to be constructed, leased or purchased, owned and operated, is as follows: beginning in the City of Jacksonville, in the County of Morgan and State of Illinois, and running through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion, in the State of Illinois, and terminating in the City of Centralia, in the said County of Marion.

ARTICLE III.

The principal business office of the said proposed railway corporation shall be at the City of Jacksonville, in the County of Morgan and State of Illinois.

ARTICLE IV.

The time of commencement of the said proposed railway corporation shall be from the date of the recording by the Secretary of State of these Articles, and the same shall continue for a term of fifty years.

ARTICLE V.

The capital stock of said proposed railway corporation shall be One Million, Five Hundred Thousand Dollars ($1,500,000).

ARTICLE VI.

The names and places of residence of the several persons forming this Association for incorporation are as follows, to-wit:

Isaac L. Morrison, Residence, Jacksonville, Morgan County, Illinois.
David W. Rider, Residence, Jacksonville, Morgan County, Illinois.
Weston W. Kent, Residence, Jacksonville, Morgan County, Illinois.
William S. Hook, Residence, Jacksonville, Morgan County, Illinois.
Marcus Hook, Residence, Jacksonville, Morgan County, Illinois.

ARTICLE VII.

The names of the Board of Directors of said proposed railway corporation, with their several places of residence, are as follows:

J. Henry Dunn, Residence, Germantown, Pennsylvania.

William Elliott, Residence, Chestnut Hill, Pennsylvania.

Isaac L. Morrison, Residence, Jacksonville, Morgan County, Illinois.

William S. Hook, Residence, Jacksonville, Morgan County, Illinois.

Marcus Hook, Residence, Jacksonville, Morgan County, Illinois.

The management of the affairs of said proposed corporation shall be vested in a President and such other subordinate officers as the Board of Directors may elect or appoint.

ARTICLE VIII.

The number of shares into which the capital stock of said corporation shall be divided is fifteen thousand shares of One Hundred Dollars ($100) each, making a sum total of One Million, Five Hundred Thousand Dollars.

In Witness Whereof, We have severally subscribed hereto our respective names, and have affixed our seals to the same, at Jacksonville, Illinois, this 30th day of December, A. D. 1889.

[SEAL] ISAAC L. MORRISON,
[SEAL] DAVID W. RIDER,
[SEAL] WESTON W. KENT,
[SEAL] WILLIAM S. HOOK,
[SEAL] MARCUS HOOK.

RECORDED IN ILLINOIS

County	*Date*	*Time*	*Book*	*Page*
MONTGOMERY	January 3, 1890	11:00 a.m.	A	121
MACOUPIN	December 31, 1889		EC	591
MORGAN	December 30, 1889	4.10 p.m	C	289
BOND	January 6, 1890	8:00 a.m.	1	134
CLINTON	January 9, 1890	10:00 a.m.	GG	134
MARION	January 11, 1890	8:00 a.m.	4	84
SANGAMON	January 15, 1890		99	—

Filed Jan. 18, 1890, at 8 o'clock A. M.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of The Jacksonville, Louisville & St. Louis Railway Company, which was filed for record in this office on the 18th day of January, 1890 at 8 o'clock A.M., and recorded in Book No. 11 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 14th day of April, A. D., 1905.

[SEAL] JAMES A. ROSE,
Secretary of State.

DEED, January 23, 1891. William Elliott to The Jacksonville, Louisville & St. Louis Railway Company.

* * * * * * * * *

This indenture, made and entered into this twenty third day of January A. D., 1891, by and between William Elliott, Bachelor, of the city of Philadelphia and State of Pennsylvania, party of the first part and the Jacksonville, Louisville & St. Louis Railway Company, a corporation duly organized under the laws of the State of Illinois party of the second part.

Witnesseth: that for and in consideration of the payment of the sum of One Million one hundred and eighty seven thousand two hundred Dollars, payable in the first consolidated Mortgage Bonds of the Jacksonville, Louisville & St. Louis Railway Company at par, and the additional sum of Fifteen hundred thousand Dollars payable in the capital stock of said Railway Company, at par, the party of the first part has sold, and by these presents does sell, quit-claim and convey to the party of the second part, its successors and assigns all and singular, the railway, and all of its equipment, more particularly described as follows:

And being the Railway formerly known as the Jacksonville Southeastern Railway, extending from the city of Jacksonville, in the county of Morgan, and State of Illinois, through the counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion, to the city of Centralia, in the county of Marion and State of Illinois, including all its railway, tracks, side tracks, rights of way, depots, stations, station houses, car houses, and other buildings, machine shops, and other shops of every kind, and all of its equipment, cars, engines, hand cars, and other cars, and all of its tools and other implements used or applied in the conduct of its business, and all other property to said railway belonging or pertaining, and all of its franchises and other rights, the property hereby conveyed being the same property conveyed to the party of the first part by Robert F. Kennedy, Charlemagne Tower, Junr. and John H. Catherwood, by deed of date of the 23rd, day of January A. D. 1891. And for the consideration aforesaid the receipt whereof is hereby acknowledged the party of the first part does by these presents bargain, sell and convey to the party of the second part, its successors and assigns and singular the railway and other property, to have and to hold the same to the party of the second part its successors and assigns forever.

In testimony whereof the party of the first part has hereunto set his hand and affixed his seal the day and year first herein named.

WILLIAM ELLIOTT. [SEAL]

In presence of (The date Jan.) A. D. 1891—having been first written over Dec. A. D. 1890, on line 1, and at the end of line 22.

JOHN SPARHAWK JR.
H. F. REARDON.

STATE OF PENNSYLVANIA, } ss.
COUNTY OF PHILADELPHIA. }

I, H. F. Reardon, a Notary Public within and for the county aforesaid, State of Pennsylvania, do hereby certify that on the twenty third day of January, Anno Domini One thousand eight hundred and Ninety one (1891) William Elliott personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth and contained.

In witness whereof, I hereunto set my hand and affix my Notarial seal, at the city of Philadelphia, this twenty third day of January, Anno Domini One thousand eight hundred and Ninety one.

[SEAL] H. F. REARDON, *Notary Public.*
Philadelphia County, Pennsylvania.

Filed for record Feby. 7th, A. D. 1891, at 11 O'clock A. M., B. B. Olbert, Rec.

STATE OF ILLINOIS, } ss.
MACOUPIN COUNTY. }

I, Thomas Cain, Clerk of the Circuit Court and ex-officio Recorder for the County in the State aforesaid, do hereby certify that the above is a true, perfect and complete copy of a Quit-Claim Deed Recorded in my office Feby. 7, 1891, at 11, o'clock, A. M. in Book "EO" pages 305 and 306, as it appears from the records in my office. I hereby certify that I am custodian of said records.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Carlinville, Illinois, this Second day of August 1912.

[SEAL] THOMAS CAIN,
Circuit Clerk and ex-officio Recorder.

TRUST MORTGAGE, May 1, 1890. The Jacksonville, Louisville & St. Louis Railway Company to Finance Company of Pennsylvania, Trustee.

* * * * * * * * *

This indenture made this first day of May, in the year of our Lord one thousand eight hundred and ninety, between the Jacksonville, Louisville and St. Louis Railway Company, a corporation of the State of Illinois, party of the first part, and the Finance Company of Pennsylvania, a corporation created by and existing under the laws of the State of Pennsylvania party of the second part, as trustees, for the uses and purposes hereinafter expressed.

Witnesseth: that whereas the said party of the first part is a corporation duly created by and existing under the laws of the State of Illinois with authority to construct, lease, purchase, own and operate a railway beginning in the city of Jacksonville and terminating in the city of Centralia in the state of Illinois, and

Whereas the said Railway Company proposes to purchase, own and operate a line of Railway formerly known as the Jacksonville South Eastern Railway, extending from the city of Jacksonville to the city of Centralia all in the State of Illinois, and also proposes to equip and operate said line of railway, and

Whereas, the said party of the first part, in order to purchase own, equip and operate said railway, desires to contract a loan and issue bonds for same, and secure said bonds by mortgage or deed of trust, and

Whereas, the Jacksonville Southeastern Railway Company has heretofore issued its first mortgage bonds, secured by mortgage or deed of Trust, made the first day of July A. D. 1880, and of which there are now bonds outstanding to the amount of three hundred thousand dollars, and

Whereas, the said Jacksonville, Louisville and St. Louis Railway Company proposes, to pay or redeem and retire and cancel said first mortgage bonds of the Jacksonville Southeastern Railway Company, and

Whereas, at a meeting of the stockholders of said Jacksonville, Louisville and St. Louis Railway Company, held on the first day of May A. D. 1890, pursuant to law, resolutions were passed by a unanimous vote of all the outstanding stock of said Company, whereby the Board of Directors was authorized for the purpose of constructing, purchasing, owning and equiping its railway, to contract for a loan, and secure the payment of the same by mortgage of its corporate property and franchises acquired and to be acquired, and

Whereas, at a meeting of the Board of Directors of said Company subsequently held on the first day of May A. D. 1890, a resolution unanimously adopted authorized the President of said Company to negotiate a loan, as proposed by said stockholders aforesaid, and

Whereas, in pursuance of the power and authority duly vested in it, the said party of the first part in order to pay, redeem, retire and cancel the aforesaid mortgage bonds, issued by the Jacksonville Southeastern Railway Company, amounting in the aggregate to three hundred thousand dollars, and in order to defray its obligations in connection with the purchase, acquisition, equipment and operation of said railway, is about to issue a series of bonds, the aggregate amount whereof is limited to one million, six hundred and eighty thousand dollars on said bonds at par, upon its railway, beginning in the city of Jacksonville and terminating in the city of Centralia, in the state of Illinois, being a distance of one hundred and twelve miles, more or less. Said bonds shall be of like tenor and date and for one thousand dollars each, and be payable January 1st A. D. 1940, in gold coin of the United States of America of present fineness and weight, at the City of New York, and bear interest at the rate of five per cent per annum, payable semi annually in the like gold coin at the city of New York, which payment of interest shall, in all cases, be made without deduction for state or United States taxes, and

Whereas, the said bonds are, or are to be, all of like tenor and date, and in substantially the following form:

No. $1,000

"THE JACKSONVILLE, LOUISVILLE AND ST. LOUIS RAILWAY COMPANY"

First Consolidated Mortgage—Five Per Cent Bond.

Know all men by these presents: That the Jacksonville, Louisville and St. Louis Railway Company, a corporation of the State of Illinois, for value received, hereby acknowledges itself indebted to the Finance Company, of Pennsylvania, or bearer in the sum of One Thousand Dollars which indebtedness it promises to pay on the first day of January A. D. 1940 in the City of New York in gold coin of the United States, of the present standard of weight and fineness, with interest thereon in like gold coin from the first day of January A. D. 1890 at the rate of five per cent per annum, payable semi annually on the first day of January and July of each year, in the City of New York on the presentation and surrender of the annexed coupons as they severally become due, without any deduction for taxes of any kind; and in case of default in the payment of any of the interest coupons attached to this bond for six months from the day the same shall become due, then without demand or notice, the whole principal thereof shall become due and payable, and may at once be enforced against this Company or its successors.

This bond is one of a series of similar bonds, numbered consecutively from one upwards, issued and to be issued by the said Railway Company, the aggregate amount whereof to be at any time outstanding is limited to one million, six hundred and eighty thousand dollars, in said bonds at par, upon its railway beginning in the city of Jacksonville and terminating in the city of Centralia, in the state of Illinois, being a distance of one hundred and twelve miles, more or less. The payment of this bond, with all the bonds of the series, without reference to the time when said bonds shall be actually issued, is secured by a deed of trust or mortgage, bearing even date herewith, conveying to the Finance Company of Pennsylvania, as Trustee, all the railway aforesaid, together with the Equipment and appurtenances of said railway, and all property, rights, privileges and franchises thereunto pertaining or in any way belonging.

This bond shall not be valid or obligatory until the certificate authenticating the same, which is indorsed hereon, shall have been duly signed by the said Trustee.

In witness whereof, the railway Company has caused its Corporate seal to be hereunto affixed and the same to be signed by its president and secretary and has likewise caused the signature of the Secretary to be affixed to the several coupons hereunto annexed this first day of May A. D. 1890.

"The Jacksonville, Louisville and St. Louis Railway Company"

[SEAL] *"By .....President,*

.....Secretary."

STATE OF ILLINOIS,
UNITED STATES OF AMERICA.

(Form of Coupon)

The Jacksonville, Louisville and St. Louis Railway Company will pay the bearer, in the City of New York, twenty-five dollars in United States Gold Coin on the first day of —— ———, being six months interest on bond No. ———

.....*Secretary.*

And Whereas, Each of the said bonds has coupons thereto annexed representing the several installments of interest to become due thereon and said coupons bear the engraved signature of the Secretary of said Company and are in substantially the following form:

"Trustees Certificate"

The Finance Company of Pennsylvania hereby certifies that this bond is one of a series of bonds issued under the within mentioned mortgage or deed of trust.

The Finance Company of Pennsylvania,
Trustee, by .....*President.*

And whereas each of the said bonds shall bear upon it the guarantee of the Chicago Peoria and St. Louis Railway Company, authorized at a meeting of the stockholders of said last named Company held on the 28th day of January A. D. 1890, said guarantee shall be in the following form—

(*Form of Guarantee*)

For value received, the Chicago, Peoria and St. Louis Railway Company hereby guarantees the payment of the principal and interest mentioned in the within bond, according to the tenor and effect thereof.

In witness whereof it has caused its corporate seal to be hereto affixed and this obligation to be subscribed by its President this first day of May 1890.

The Chicago, Peoria & St. Louis Railway Co.
By .....*President.*

And whereas, it is the true intent and meaning of these presents that each and all of the said bonds, whether now executed or hereafter to be executed, shall be equally secured to be paid by these presents.

Now therefore, this Indenture Witnesseth, That, in pursuance of the said resolutions of its stockholders and Board of Directors, the said party of the first part, in order the better to secure the payment of said bonds, and all of the interest to accrue thereon, and for and in consideration of the premises and of the sum of one dollar to the party of the first part duly paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell, convey transfer, assign and set over to the

said party of the second part and its successors in trust, all and singular the said railway now belonging and which may hereafter belong to the said party of the first part, and which the said party of the first part is by law authorized to construct, purchase, acquire and operate, beginning in the City of Jacksonville, and running through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton, and Marion and terminating in the City of Centralia in said county of Marion, in the State of Illinois, and also all rolling stock, equipment and machinery connected or to be connected with said railway, and all franchises now held or hereafter to be acquired by the said party of the first part, its successors or assigns in connection therewith, including in the premises hereby granted, all the railways, ways, rights of way, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences and other structures, and all the depots, stations, station houses, engine houses, car houses, freight houses, wood-houses and other buildings, and all machine shops and other shops held or acquired, and which shall be held and acquired, for use upon the aforesaid line of railway, or in connection with the business thereof; and including also all the locomotives, tenders, passenger, baggage, freight and other cars and all the rolling stock and equipment, and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing the said railway or the equipments or appurtenances of the said railway now held or hereafter to be acquired by the said party of the first part, together with all and singular the tenements hereditaments and appurtenances to the said railway and premises, or any part thereof, belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in and to the same, and any and every part and parcel thereof, with the appurtenances, and all books of account and vouchers kept and to be kept by the said party of the first part, which the said party of the first part now holds, or shall hereafter acquire. To have and to hold the said railway and premises, and all the franchises and property hereinbefore described unto the said party of the second part and its successors in trust forever, but in trust, nevertheless, for the uses and purposes, and with and subject to the powers, agreements and conditions hereinafter in that behalf mentioned and set forth.

And this indenture further witnesseth that for the consideration aforesaid, and in order the better and more effectually to secure the payment of said bonds and of all interest to accrue thereon, the said party of the first part has covenanted, promised, granted and agreed to and with the said party of the second part, and its successors, as follows, to-wit:

Article first. The party of the first part shall, upon the execution, delivery and recording of this mortgage or deed of trust, make, execute and deliver unto the said party of the second part, and the said party of the second part, shall, upon the request of the President or Board of Directors of said party of the first part, certify or countersign and de-

liver to the said party of the first part, bonds of the party of the first part intended to be secured thereby, to an amount not exceeding the sum of one million six hundred and eighty thousand dollars, upon the railway of the party of the first part, beginning in the City of Jacksonville, and extending to the city of Centralia, all in the State of Illinois, being about one hundred and twelve miles of railway, more or less. Provided however, that of said bonds, bonds to the amount of three hundred thousand dollars, numbered one to three hundred, inclusive, shall be certified and delivered by the party of the second part to the party of the first part only on the surrender and delivery to the party of the second part by the holder or holders of the same of an equal amount in par value of the first mortgage bonds of the Jacksonville South eastern railway Company, previously issued and now outstanding. And all and every of the said bonds so surrendered and exchanged shall be held by the party of the second part, without cancellation, and without any release, relinquishment or impairment of the lien or security of the mortgage or deed of trust under which the said surrendered bonds were issued, until the whole amount outstanding of said bonds shall have been surrendered, and when the whole amount of said bonds shall have been surrendered, as aforesaid, they shall be cancelled and delivered to the party of the first part, its successor or successors. The fact of the surrender as aforesaid of any of said bonds shall constitute an agreement of the party of the first part, as the holder and exchanger of said bonds that the said party of the second part up to the time of the cancellation and delivery of said bonds as aforesaid, and as the trustees of, and to and for the benefit, advantage and protection of the holders of all bonds issued and outstanding under this mortgage, or deed of trust, shall be invested with and entitled to fully exercise all the rights, privileges, resources and remedies given, granted and declared to the holder of said surrendered bonds, by the terms, conditions and provisions of the said mortgage or deed of trust, under which said bonds were issued.

Article Second. Until default shall be made by the said party of the first part, its successors or assigns in the payment of interest or principal of said bonds, or in the due observance of the covenants and agreements hereinafter contained on the part and behalf of the said party of the first part, the said party of the first part, its successors and assigns, shall be suffered and permitted to remain in the actual possession of said railway and premises and to exercise the franchises and rights relating thereto and to collect, receive and use the revenues and profits thereof in any manner which will not impair the lien created by these presents.

And the said party of the first part, hereby covenants, promises and agrees to and with the said party of the second part and its successors that the said party of the first part, its successors and assigns, remaining in the possession of the said railway and premises, shall and will keep the said railway in good order and safe running condition, and shall and will, from time to time, pay and discharge all taxes, assessments and governmental charges which may be lawfully imposed upon the said railway and premises, or upon any part thereof, and the lien of which

might or could be held to be prior to the lien of these presents, so that the priority of these presents may be fully preserved, and that the said party of the first part will not do or suffer any act or thing whatsoever whereby the lien hereof may or can be impaired, until the said bonds and all interest thereon shall be fully paid and satisfied.

Article Third. In case default shall be made in the payment of any semi-annual installment of interest which may accrue upon the said bonds, or upon any of them, when such interest shall become due, and be demanded, and such interest or any part thereof shall remain unpaid and in arrears for the period of six months, or in case default shall be made in the due observance and performance of the covenant of further assurance hereinafter set forth, or in the payment of any taxes, assessments or other governmental charges which may be lawfully levied or imposed upon the said railway and premises, or upon any part thereof, and either of said last mentioned defaults shall continue for the period of six months or in case default shall be made in the payment of the principal of said bonds, or of any of them, then and in any and every such case of default, it shall be lawful for the said party of the second part as trustee under these presents, or for any successors of the said party of the second part in the trust created by these presents, to enter into and upon the railway and premises hereinbefore granted or conveyed and each and every part of the same, and from thenceforth the said railway and premises, and each and every part thereof, and all and singular, the rights and franchises herein before granted, to have, hold and enjoy, operating the said railway by such superintendents, managers, receivers, assistants and servants or other attorneys or agents as the said trustee shall deem proper, and making from time to time all such repairs and replacements, and all such useful alterations, additions and improvements to the said railway and premises as the said Trustee may deem expedient and judicious, and it shall likewise be lawful for the said trustee, after any and every default happening and continuing as aforesaid, to collect and receive all revenues and profits of the said railway and premises, and of every part and parcel thereof, and after deducting therefrom all the expenses lawfully incurred in making such entry, or in otherwise obtaining possession of said premises, including reasonable attorney and counsel fees, as well as any and all expenses of holding, operating and managing the said railway and premises and conducting the business thereof including the cost and expenses of all such repairs, replacements, alterations, additions and improvements as may be made by said trustee as aforesaid, and all payments which may be made or be due for taxes and assessments, or other charges or liens prior to the lien of these presents upon the said railway and premises or upon any part or parcel thereof, and just compensation for the trustees own services, to apply any and all revenues and profits of the said railway and premises which may be received by said trustee as aforesaid, to the payment, first, of all overdue interest on the said bonds, with interest thereon, and secondly to the payment of all interest accruing during such possession of said trustee, which pay-

ment of interest shall be made to the holders of the bonds and coupons evidencing their right to the same, ratably and without discrimination or preference between them.

Article Fourth. It is hereby mutually agreed, that at any sale of the railway and property herein before conveyed, which may be made for the purpose of enforcing the lien of these presents, the trustee under these presents for the time being, may at its own discretion, and not otherwise, bid for, and if the same be obtainable at the price hereinafter mentioned, purchase and acquire the property so offered for sale, in behalf of all the holders of the bonds aforesaid, which shall then be outstanding in proportion to the amount of said bonds and of the overdue coupons thereunto belonging by them respectively held.

Provided, however, that nothing herein contained shall authorize the said trustees to bid for the entire property then held upon the trusts of this indenture on behalf of the holders of said bonds, a sum exceeding the whole amount of said bonds then outstanding with the interest accrued thereon, and the expense of such sale; or any amount reasonably proportionate thereto for any part of the said property.

And it is hereby further agreed that the bonds and over due coupons aforesaid or any of them, shall be received in payment on account of the purchase money of any property which shall be offered for sale as aforesaid, as equivalent to so much of the said purchase money as would be distributable and payable thereon out of the proceeds of such sale.

Article Fifth. In case default shall be made in the payment of any semi-annual installment of interest to accrue on any of the said bonds when such interest shall become payable, and if such interest shall remain unpaid and in arrear for the space of six months, then and in each and every such case of the happening and continuing of such default in the payment of interest, the principal of each and all of the said bonds may be declared by the trustee for the time being hereunder or by a majority in interest of the holders of all of said bonds which may then be outstanding and unpaid, at the option of such trustee or of such majority in interest of bondholders, to be and thereupon the same shall become and be due and payable immediately, notwithstanding that the time limited in said bonds for the payment thereof, may not have elapsed.

Article Sixth. It is hereby expressly declared and agreed that in case default shall be made in the payment of interest upon any of the said bonds when such interest shall become due and be demanded, and such default shall continue for the space of six months, or in case default shall be made in the payment of the principal of any one of the said bonds when the same shall become due, then and in either and every such case, of default, it shall be the duty of the trustee for the time being under these presents to take appropriate proceedings at law or in equity to enforce the rights of the holders of said bonds upon a requisition to that effect being made upon the trustee, signed by holders of at least one third in amount of the bonds then outstanding.

Article Seventh. The trustee under these presents, shall have at all times while the said bonds or any of them remain outstanding, and is

hereby granted full power and authority, to be exercised in the discretion of said trustee and not otherwise, to release from the lien and operation of these presents in such manner as it may be advised, upon the request in writing of the said party of the first part, its successors or assigns, any portion of the aforesaid premises, not being a part of the main line of the said railway which in the judgment of such trustee shall not be necessary for use in connection therewith, and which shall have been acquired for station or depot purposes, or for shops or other buildings, or for supplying fuel, gravel or other material, but which in the judgment of such trustee, it shall have become unnecessary or inexpedient to retain in consequence of its having become necessary or desirable to change the location of such depot, shop or other building, or to substitute other lands for the purpose of supplying such fuel, gravel or material: provided always that any and all lands and premises which shall be acquired for station or depot purposes or for shops or other buildings, or for the purposes of supplying fuel, gravel or other material, shall be conveyed to the said trustee to be held by it, upon the trusts of these presents in the same manner as the premises so released. And the said trustee may also allow the said company, its successors or assigns to dispose of any rolling stock, equipment and machinery or other personal property which may be held for use upon or in connection with said railway, or the business thereof, but which in said trustee's judgment shall have become unfit or undesirable for such use: Provided always, that any and all rolling stock, equipment and machinery or other personal property which may be acquired in substitution for any similar property so disposed of, shall become and be subject to the lien of these presents. The verified certificates of the president or Vice-president and the Chief Engineer of the party of the first part shall be sufficient evidence to the trustee of the propriety of making any release under this article.

Article Eighth. It is hereby expressly declared, and these presents are upon the condition, that if the said party of the first part shall well and truly pay and discharge the interest on each and every of the said bonds as the same shall mature, and shall well and truly pay and discharge the principal of each and every of the said bonds when such principal shall become due and payable, according to the true intent and meaning of said bonds and of these presents, and shall well and truly keep and perform the other covenants and agreements in these presents contained, to be by it kept and performed, then these presents, and all the estate and interest thereby granted, shall cease, determine and become void, otherwise the same shall be and remain in full force and virtue; and the said party of the first part hereby covenants, promises and agrees to and with the said party of the second part and to and with its successors in the trust, that the said party of the first part shall and will well and truly pay the said bonds, and all interest to accrue thereon, at the times and in the manner in said bonds mentioned, and according to the true intent and meaning thereof.

Article ninth. It is hereby declared and agreed that the trustee under

these presents shall be entitled to a reasonable compensation for any services which the said trustee may hereafter render in the trust hereby created, to be paid by the said party of the first part; that the said trustee shall not be answerable for any default or misconduct of any agent or attorney who may be appointed by it in pursuance of these presents, if such agent or attorney be selected with reasonable care, and that the said trustee shall not be answerable or accountable for any thing whatever in connection with said trust but gross negligence or willful misconduct or default. And it is further declared and agreed that the trustee hereunder may at any time be removed by a majority in interest of the bona fide holders of said bonds, providing such removal be made by an instrument in writing, under seal, duly executed and acknowledged; that the said trustee may resign the trust under these presents, at any time by giving sixty days notice in writing, of the intention so to do to the said party of the first part, and to such of the holders of said bonds as shall have registered with such trustee, their names and post office addresses, provided such notice of resignation be served on the said party of the first part at its principal office, and on the bondholders who shall have so registered their names and addresses with said trustee, by the deposit thereof in the mail directed to the said bondholders respectively. And it is further agreed and declared that in case the trustee hereby appointed or any successor of such trustee shall at any time hereafter resign the said trust, or be removed therefrom, as aforesaid, another trustee or trustees may and shall be appointed by a majority in interest of the holders of said bonds, by an instrument in writing duly signed by such majority in interest of said bondholders, given at a meeting of such bondholders, duly convened and held as hereinafter provided.

And it is further agreed and declared, that in case the appointment of a trustee shall be unduly delayed, and the trust shall remain vacant for more than sixty days, any holder or holders of said bonds, to the aggregate amount of one hundred thousand dollars or upwards, upon reasonable notice to the said party of the first part, may apply to any court of competent jurisdiction for the appointment of a new trustee; but no bond holder shall be entitled to make such application to court until a reasonable time, to wit: sixty days shall have been allowed for the purpose of enabling a majority in interest of said bondholders to appoint a new trustee as aforesaid.

And it is hereby further agreed that it shall be the duty of any trustee resigning or being removed as aforesaid, to exercise, acknowledge and deliver not at his own cost or expense, but at the cost and expense of the party of the first part, any and all deeds or instruments which such trustee may be reasonably requested by the said new trustee to execute for the purpose of assuring the title in said premises to such new trustee.

And it is hereby further expressly declared and agreed that whenever and as often as any contingency shall arise in which the action of a majority in interest of the holders of said bonds shall be necessary, or in which the said bondholders are herein declared to have any discretionary Voice

or power, the trustee hereunder shall be and is hereby authorized and empowered, at the proper cost and expense of the said party of the first part, to call a meeting of all the holders of bonds secured hereby, to be held in the City of New York, by advertisement to be published three times in each week for four weeks in one newspaper of good circulation amongst the business community in that city, and in default of such meeting being called by said trustee within ten days after notification in writing by any bondholder of the necessity therefor, it shall be competent for any holder or holders of said bonds to the aggregate amount of one hundred thousand dollars, to call said meeting in the manner aforesaid.

Provided, however, that at any meeting called as aforesaid, a majority in interest of the holders of said bonds may prescribe and establish such rules as they may deem proper for the calling of future similar meetings and the regulation of the proceedings thereof. And it is hereby declared and agreed that at any meeting convened and held pursuant to these presents, the holders of said bonds shall be competent to exercise in person or by proxy all the power and authority conferred upon them by these presents.

Provided nevertheless, that any person appearing at said meeting of bondholders, and claiming the right to participate therein, shall, if requested by any bondholders present thereat, produce the bond or bonds upon which such person may claim the right to vote at such meeting, or file an affidavit with the Chairman of the meeting that he, the person so claiming the right to participate in such meeting, is a holder of one or more of the bonds aforesaid, or the proxy of such holder, in which affidavit he shall specify the amount and number of the bonds which he claims to hold or represent, before being allowed to vote at such meeting except for the purpose of temporarily organizing the same, and on the adjournment of such meeting all such affidavits shall be delivered to the trustee under these presents.

And this indenture, further witnesseth, that the said party of the first part for the consideration aforesaid, has promised and agreed and does hereby covenant, promise and agree to and with the said party of the second part and its successors, that the said party of the first part, its successors and asigns shall and will well and truly pay or cause to be paid unto the holder or holders of said bonds, the principal and interest thereof, as the same shall become payable according to the tenor of said bonds and the terms of the coupons thereto annexed; and shall and will do, observe and perform any and every act and thing mentioned in or required by these presents to be by it or them done, observed and performed, and that the said party of the first part, its successors and assigns shall and will from time to time and at all times hereafter, and as often as thereunto requested by the trustee under this indenture, execute, acknowledge and deliver all such further deeds, conveyances and assurances in the law for the better assuring unto the said party of the second part, and to its successors, upon the trust herein expressed, the railway, equipments, appurtenances, franchises, prop-

erty and things hereinbefore mentioned, and particularly any and all franchises, whatsoever which shall or may at any time hereafter, while the said bonds, or any of them, remain unpaid, be acquired by the said party of the first part, its successors or assigns as by the said trustee or by its counsel, learned in law, shall be reasonably advised, directed or required.

In Witness whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its president and secretary on the day and year first above written, and the said party of the second part, in order to evidence its acceptance of the trust hereby created has also caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice-president and Secretary.

The Jacksonville, Louisville and St. Louis Railway Company
By WILLIAM ELLIOTT, *President.*

Attest: MARCUS HOOK, *Secretary.*
[SEAL]

THE FINANCE COMPANY OF PENNSYLVANIA,
By CHARLEMAGNE TOWER, JUN'R, *Vice-President.*
Trustee.
Attest: R. S. HUBBARD, *Secretary.*
[SEAL]

STATE OF PENNA.
COUNTY OF PHILADELPHIA. } SS.

I, A. P. Rutherford, a notary public within and for the City of Philadelphia, State of Penna., do hereby certify that on this tenth day of May, Anno Domini one thousand, eight hundred and ninety (1890), William Elliott, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the within and foregoing indenture of mortgage, as president of the Jacksonville, Louisville & St. Louis Railway Company, as his free act and deed and as the free and voluntary act and deed of the said Railway Company, for the uses and purposes therein set forth and contained.

In witness whereof I hereunto set my hand and affix my notarial seal at the city of Philadelphia this tenth day of May Anno Domini one thousand, eight hundred and ninety.

A. P. RUTHERFORD, *Notary Public,*
[SEAL] *Philadelphia City & County, P. A.*

STATE OF ILLINOIS,
COUNTY OF MORGAN. } SS.

I, W. A. Oliver, a Notary Public within and for the County of Morgan and State of Illinois, do hereby certify that on this seventh day of May Anno Domini, one thousand eight hundred and ninety (1890), Marcus Hook personally known to me to be the same person whose name is sub-

scribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the within and foregoing indenture of mortgage as Secretary of the Jacksonville, Louisville and St. Louis Railway Company, as his free and voluntary act and deed and as the free and voluntary act and deed of the said Railway Company, for the uses and purposes therein set forth and contained.

In witness whereof I hereunto set my hand and affix my notarial seal at the city of Jacksonville, this seventh day of May Anno Domini one thousand eight hundred and ninety.

W. A. OLIVER, *Notary Public.*
Morgan County, Illinois.

[SEAL]

STATE OF PENNSYLVANIA, } ss.
COUNTY OF PHILADELPHIA. }

I, H. F. Reardon, a notary public, within and for the county of Philadelphia, State of Pennsylvania, do hereby certify that on this thirteenth day of May, Anno Domini one thousand, eight hundred and ninety (1890) Charlemagne Tower, Jun'r, and R. S. Hubbard, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the signing and acceptance as Trustee, of the within and foregoing indenture of mortgage by them, as Vice-President and Secretary respectively of the Finance Company of Pennsylvania for the uses and purposes therein set forth and contained.

In Witness Whereof I hereunto set my hand and affix my notarial seal at the city of Philadelphia, this thirteenth day of May Anno Domini one thousand eight hundred and ninety.

[SEAL] H. F. REARDON, *Notary Public.*

Recorded Dec. 9, 1890 at 1.50 P. M.

STATE OF ILLINOIS, } ss.
COUNTY OF MORGAN. }

I, F. E. Wanamaker, Clerk of the Circuit Court in and for the said County in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of an indenture of mortgage filed for record in this office in Book of Mortgages "UU" on Page "316".

In Witness Whereof, I hereunto set my hand and affix the seal of said Court at my office in Jacksonville, Illinois this 7th day of May, A. D. 1923.

[SEAL] F. E. WANAMAKER,
Clerk of the Circuit Court.
State of Illinois, Morgan County.

DECREE, April 23, 1896. U. S. Circuit Court Southern District Illinois.

* * * * * * * * *

IN THE CIRCUIT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF ILLINOIS.
THURSDAY, APRIL 23RD A. D. 1896.

Present Hon. William J. Allen, District Judge.

T. N. 49, 7996.

Henry W. Putnam and the Finance Company of Pennsylvania
vs.
Jacksonville, Louisville and St. Louis Railway Company, William S. Hook, Mary B. Hook, Marshall P. Ayers, and Laura Allen Ayers. } *In Chancery.*

This cause came on to be heard at this term on the original bill of complaint and the amended and supplemental bill of complaint and the second amended and supplemental bill of complaint against the defendant the Jacksonville, Louisville and St. Louis Railway Company (hereinafter called the "Railway Company") William S. Hook, Mary B. Hook, Marshall P. Ayers and Laura Allen Ayers, and the exhibits annexed to said bills of complaint and the answer of said "Railway Company" admitting the allegations in said bill of complaint and consenting to this decree and the answer of the said William S. Hook and Mary B. Hook, and the order of this Court permitting said The Finance Company of Pennsylvania to withdraw its answer and to become a complainant herein and upon the defaults of Marshall P. Ayers and Laura Allen Ayers and the several orders, decrees and proceedings in this cause, and was argued by counsel for the said Complainants and the said "Railway Company," and upon consideration thereof and upon motion of the said complainants. It is now therefore ordered and found by the Court as follows:

I. That the material allegations of the said respective original and the amended and supplemental and the second amended and supplemental bills of complaint, filed herein, are true in so far as the said allegations relate to the said Railway Company and that said "Railway Company" is insolvent.

That the complainant Henry W. Putnam is a citizen of the State of New York; that the complainant The Finance Company of Pennsylvania is a citizen of the State of Pennsylvania and an inhabitant and resident therein; that The Jacksonville, Louisville & St. Louis Railway Company is a citizen of the State of Illinois, and an inhabitant and resident of the Southern District thereof, and that the defendants William S. Hook, Mary B. Hook, Marshall P. Ayers and Laura Allen Ayers are all citizens of the State of Illinois and residents and inhabitants of the District aforesaid.

II. That on the 1st day of May, 1890, said "Railway Company" being thereunto duly authorized, made and executed its 1680 bonds,

which bonds were described as First Consolidated Mortgage Five Per Cent. Bonds, and were numbered consecutively from 1 to 1680 inclusive, each for the sum of $1,000, bearing date the 1st day of May, 1890, by the terms of which bonds said "Railway Company" promised to pay to the bearer of each bond the sum of $1,000. in gold coin of the United States, in the City of New York on the 1st day of January, 1940, and also interest thereon at the rate of five per cent, per annum, payable semi-annually in like gold coin in the City of New York on the presentation and surrender of coupons, each of the sum of $25. annexed to the said bonds, as they severally became due on the first days of January and July in each year.

III. That on the said First day of May, 1890, said "Railway Company," in order to secure the payment of the principal and interest of said 1680 First Mortgage Bonds according to their tenor, purport and effect, duly executed and delivered to the complainant The Finance Company of Pennsylvania a certain mortgage or deed of trust dated on said 1st day of May, 1890, a copy whereof is annexed to the original and also to the amended and supplemental and also to the second amended and supplemental bills of complaint herein, and which was duly recorded in the several counties wherein said property is situated and through which said railway runs, whereby said "Railway Company," sold, conveyed, transferred, assigned and set over to said The Finance Company of Pennsylvania, as trustee, and its lawful successor or successors in the trusts created by said mortgage or deed of trust, and to its assigns, the property particularly described in said mortgage or deed of trust of May 1st, 1890, to-wit, all and singular, the said railway then belonging and which might thereafter belong, to the said "Railway Company," and which said "Railway Company" was by law authorized to construct, purchase, acquire and operate, as follows:

"Beginning in the City of Jacksonville and running through the counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton, and Marion and terminating in the City of Centralia in said County of Marion, in the State of Illinois, and also all rolling stock, equipment and machinery connected or to be connected with said railway, and all franchises now held or hereafter to be acquired by the said party of the first part, its successors or assigns, in connection therewith, including in the premises hereby granted, all the railways, ways, rights of way, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences, and other structures, and all the depots, stations, station houses, engine houses, car houses, freight house, wood houses, and other buildings, and all machine shops and other shops, held or acquired and which shall be held and acquired, for use upon the aforesaid, line of railway, or in connection with the business thereof; and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment, and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing, or replacing, the said railway, or the equipments or appurtenances of the said railway, now held or hereafter to be acquired, by

the said party of the first part, together with all and singular the tenements, hereditaments, and appurtetances to the said railway and premises, or any part thereof, belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues and profits thereof, and also all the estates, right, title, interest, property, possession, claim and demands whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and any and every part and parcel thereof, with the appurtenances, and all books of account and all vouchers kept and to be kept by the said party of the first part now holds or shall hereafter acquire. *To Have and To Hold* the said railway and premises and all the franchises and property hereinbefore described, unto the said party of the second part and its successors in trust forever, but in trust nevertheless, for the uses and purposes, and with and subject to the powers, agreements and conditions hereinafter in that behalf mentioned and set forth, "intending hereby to describe the property conveyed to the said mortgagee.

IV. That it was provided in said mortgage or deed of trust that said The Finance Company of Pennsylvania, as such trustee, should certify to or countersign the said 1680 mortgage bonds of said "Railway Company," and deliver or surrender said bonds so certified or countersigned to said "Railway Company"; and that in pursuance thereof 1380 of said bonds were duly certified by said The Finance Company of Pennsylvania and delivered to the said "Railway Company."

V. That the said 1380 first mortgage bonds together with coupons for interest thereon annexed thereto were thereupon, and prior to the filing of the original bill of complaint herein, issued for value and sold by said "Railway Company," to various individuals and firms who are now the owners and holders thereof, and that all of said bonds are outstanding, valid and legal obligations of said "Railway Company."

VI. That on the 1st day of January, 1894, there became due and payable and accruing upon all said bonds, so secured by said mortgage or deed of trust of May 1, 1890, and then actually outstanding, the semi-annual interest evidenced by the coupons attached to said bonds, amounting to the sum of $34,500; that said "Railway Company," was unable to pay said interest, and default was made by it in the payment of said interest; that said "Railway Company" wholly failed, omitted and refused to pay the same, although said coupons were on said day actually presented for payment at the place where the same were payable, to wit, in the City of New York, and payment thereof was duly demanded and refused; that the default, failure, and inability of said "Railway Company" has continued; that the whole of said interest remains due and unpaid, and that no part or portion of the interest subsequently accruing has been paid.

That the sums which are due and payable to date of this decree upon said bonds secured by said mortgage or deed of trust of May 1, 1890, for interest, amount in the aggregate to the sum of $172,500, made up as follows:

Interest due January 1st, 1894,	$34,500.
Interest due July 1st, 1894,	34,500.
Interest due January 1st, 1895,	34,500.
Interest due July 1st, 1895,	34,500.
Interest due January 1st, 1896.	34,500.
Total,	$172,500.

together with interest on the coupons since each of them became due, at the rate of five per cent per annum.

That default has been made in the payment of each and every of said semi-annual instalments of interest on the said bonds after such interest became payable, and that all of such interest has remained unpaid, and that all of such interest excepting the semi-annual instalment of interest which became due on the first day of January, 1896, has remained unpaid and in arrear for more than the space of six months after the same became due and payable. That after and by reason of such default continuing as aforesaid, the complainant The Finance Company of Pennsylvania has pursuant to said mortgage or deed of trust declared the principal of each and all of said bonds to be due and payable, and such principal has become and is due and payable.

VII. *In Consideration Whereof and Therefore, It Is Ordered, Adjudged and Decreed* that the defendant, The Jacksonville, Louisville, & St. Louis Railway Company is insolvent, and that it shall, on or before the expiration of five days from the date, of this decree, pay into this Court or into the hands of the depositary to be named by this Court, to the credit of this suit, the following several sums and interest for the use and benefit of the respective parties entitled thereto.

1. A sum sufficient to pay the costs and expenses of this cause to be taxed.

2. For the use and benefit of the holders of the said bonds and the unpaid coupons and interest thereon since their maturity at the rate of five per cent. per annum secured by the said mortgage or deed of trust to the complainant, The Finance Company of Pennsylvania, the sum of $1,585,243.64.

In case the amount hereinbefore found to be due for principal and interest upon the bonds secured by said mortgage or deed of trust of May 1, 1890 and for interest upon the matured coupons shall be paid as hereinbefore decreed, then any of the parties hereto may apply to this Court for such further relief and for such further directions as may be just and equitable.

VIII. *It Is Further Ordered, Adjudged and Decreed* that in default of such payment by said "Railway Company" or by any one claiming under it or by any one for its account, the said mortgaged premises, property, and franchises shall be sold as hereinafter directed, without valuation, appraisement, redemption, or extension, and all the right, title, estate, interest and equity of redemption of said "Railway Company" and of each and all of the parties to this cause, and of all persons claiming or to claim under them or either of them, of, in or to the said

mortgaged premises, property, and franchises, and every part and parcel thereof covered by said mortgage shall be forever barred and foreclosed, and without right of redemption in the mortgagor "Railway Company" or in judgment creditors, subject, nevertheless, to the reservation contained in the paragraph of this decree numbered XIV.

IX. *It Is Further Ordered, Adjudged and Decreed* that, said mortgaged premises and property, real, personal or mixed, rights, privileges, immunities and franchises, shall be sold upon the terms and in the manner following:

(1) The sale of said railways, property and franchises shall be made by Philip Barton Warren, Esquire, who is hereby appointed Special Master to make, direct and conduct the said sale and to execute and deliver deeds of conveyance of the property to be sold to the purchaser or purchasers thereof upon the order confirming such sale, and upon payment or settlement of the purchase price bid as herein provided; and the Court reserves the right in Term time or in Chambers to appoint any other person such Special Master with like powers, in case of the death or inability to act or removal of the Special Master herein designated. The said Special Master before the day of sale shall file with the Clerk of this Court his bond, with surety to be approved by the Court or a Judge thereof, in the penal sum of ten thousand dollars, with the condition that he shall faithfully perform the duties herein imposed upon him as such Special Master.

(2) The Railways, property and franchises described in, and covered by said mortgage, the same being the railways, property and franchises described in paragraph III of this decree, and the property pertaining thereto including such portion claimed by the individual defendants or any of them, shall be offered for sale as an entirety.

(3) The said Special Master shall give public notice of the time and place of such sale by advertisement and previous publication of a notice published not less than once a week for four successive weeks prior to said sale in a newspaper published in the city of Springfield, and in a newspaper published in Jacksonville, Illinois, printed, regularly issued, and having a general circulation in the counties which said Cities are located, and in the State of Illinois.

(4) The sale shall be at public auction upon the premises of the defendant railway company, namely at its depot at Jacksonville, a station on the line of said railway company in the county of Morgan, in the State of Illinois, at the time and place designated in such public advertisement and notice.

(5) The said Special Master may adjourn said sale from day to day or week to week or otherwise, giving such notice as to him shall seem reasonable of such adjournment, and may make such sale at the time and place to which the same shall be adjourned.

(6) Said Special Master shall accept no bid for the said property mortgaged to said The Finance Company of Pennsylvania, as aforesaid, and above directed to be sold, unless the said bid shall be at least the sum of $250,000. If the Special Master does not receive a bid of at

least that amount, he shall forthwith adjourn the sale and apply to the court for instructions.

(7) The Special Master shall be authorized to refuse to receive or consider any bid from any one offering to bid who shall not first deposit with him, as a pledge that he will make good his bid in case of its acceptance, the sum of $5,000 in money or by certified check, or $100,000 par value of the bonds to be first paid out of the proceeds of the sale of said mortgaged property, together with the coupons pertaining to such bonds. The deposit so received from any unsuccessful bidder shall be returned to him when the property shall be struck down, and the deposit received from the successful bidder shall be deposited in the registry of this Court and applied on account of the purchase price of such property. Upon the acceptance of any bid, the purchaser shall forthwith, upon demand, deposit with the said Special Master a sum in cash, or by certified check upon any national bank or any trust company, which, together with any previous deposit of cash made prior to the acceptance of the bid, shall equal twenty per cent. of the amount of the bid; but the purchaser may in lieu of such cash or certified check deposit with the Special Master forty per cent. of the amount of the bid in bonds of the issue to be first paid out of the proceeds of such sale as hereinafter provided, together with the coupons pertaining thereto, and said sum or bonds shall forthwith be likewise, deposited by said Special Master in the registry of this Court and the same shall, upon confirmation of the sale, be applied on account of the purchase price of the property.

(8) In case any bidder or purchaser shall fail to make good his bid as above provided, or to comply with any orders of the Court relating to the consummation of the purchase or to any payment or part payment to be made on account thereof, then the sums or bonds deposited by such purchaser or purchasers prior to said bid or upon or after its acceptance shall be forfeited as a penalty for such non-compliance, and shall be applied towards payments of the expenses of a re-sale, and towards making good any deficiency or loss in case the property shall be sold at a less price upon such re-sale, and the Court reserves the right in any such case to order a re-sale of the property upon such notice as the Court shall fix. If any sale for which the deposit is made be not confirmed by the Court, such deposit shall be returned to the bidder. Any bondholder or bondholders or their representatives may bid and purchase at said sale.

(9) The purchaser at any such sale shall upon confirmation thereof by the Court make such further payment or payments in cash on account of the purchase price bid as the Court may from time to time direct; provided that the purchaser may in lieu of cash, after sufficient cash shall have been provided for the requirements of this decree, deliver to the Special Master to be stamped as hereinafter provided, any of the bonds and coupons to be paid out of the proceeds of such sale upon distribution thereof as hereinafter provided, such bonds and coupons being received in lieu of (and such purchaser being credited therefor on ac-

count of the purchase price) such sums in cash as would be payable on such bonds and coupons out of the proceeds of the sale if the whole amount of the purchase price were paid in cash.

(10) The Receiver shall, prior to any sale hereunder, and as soon as practicable, file with the Clerk of this Court, a statement showing as definitely as is practicable, all indebtedness, obligations and liabilities contracted or incurred by him then remaining unpaid, and outstanding certificates, and shall within one week prior to the time of the sale file with the Clerk of this Court a further statement showing as definitely as he shall find practicable any additional indebtedness, obligations, certificates or liabilities contracted or incurred and outstanding, and also the amount of the indebtedness, obligations and liabilities included in such first statement which may have been discharged.

(11) The purchaser or purchasers of said mortgaged property shall, as part of the consideration and purchase price of the property purchased, take the same upon the express condition that he or they or his or their successors or assigns shall pay, satisfy and discharge so much of the outstanding receivers' certificates and so much of the compensation to said Receiver and of all indebtedness, obligations or liabilities contracted or incurred, or which may be contracted or incurred, or additional receivers' certificates which may be issued by said Receiver before delivery of possession of the property sold as the Court shall fix and allow and order to be paid by such purchaser or purchasers or his or their successors or assigns. The Court may require the purchasers to pay all or any part of such compensation, receivers' certificates and indebtedness so assumed before delivery of possession of the property purchased; and any portion of such certificates, indebtedness, obligations and liabilities which shall not have been paid by the purchaser or by the Receiver prior to such delivery of possession shall, when duly established, remain and constitute a fresh lien upon the property in the hands of the purchaser or purchasers, his or their successors and assigns, until fully paid, satisfied or discharged, provided, however, that any such claims for indebtedness obligations or liabilities, contracted or incurred during the receivership which shall not have been presented to the Receiver at the time of delivery of possession of such property shall be presented for allowance within sixty days after the first publication by the Receiver of a notice to the holders of such certificates and claims for indebtedness, obligations, and liabilities to present their claims for allowance. The Receiver shall publish such notice at least once a week for a period of four weeks upon request of any such purchaser or purchasers after delivery of possession of the property to the purchaser or purchasers; and any such claims which shall not be presented for allowance within the period of sixty days after the first publication of such notice shall not be enforceable against the said Receiver nor against the property sold nor against the purchaser or purchasers, his or their successors or assigns.

(12) Any such purchaser or purchasers, and his or their successors and assigns, shall have the right to enter his or their appearance in

this Court, and he or they, or any of the parties to this suit, shall have the right to contest the allowance of any claim or demand pending and undetermined at the date of the confirmation of the sale, and any claim or demand which may be presented thereafter which would be payable by such purchaser or purchasers, his or their successors or assigns, or which would be chargeable against the property purchased, and may appeal to the United States Circuit Court of Appeals from any decision relating to any claim, demand or allowance whatsoever, according to the law and practice of said Court.

(13) The said Special Master may fix a time and place for the final consummation of any such sale after confirmation thereof, which time, may, however, be adjourned by consent of all the parties or by the order of this Court.

(14) At the time fixed by the Special Master for the consummation of the sale, and after the same shall have been confirmed by the Court the purchaser or purchasers of said property shall deposit the amount of the balance of his or their respective bids with said The Finance Company of Pennsylvania, in the City of Philadelphia, in cash or partly in cash and partly in bonds as aforesaid, to the credit of the Special Master appointed to sell said property.

X. *It Is Further Ordered, Adjudged and Decreed* that the funds arising from the sale of the said premises shall be applied as follows:

(1). To the payment of the costs of this cause and of all proper expenses attendant upon said sale including the compensation of the Special Master appointed to make the sale and the payment of all charges, compensations, allowances and disbursements of the complainants, including solicitors and counsel fees, and of the Receiver and his solicitors and counsel, and also all such other proper allowance, compensation and disbursements to the parties or their counsel as may be directed by the order of the Court. All of the payments to be made under the subdivision shall be hereafter fixed and allowed and taxed by this Court or a Judge thereof.

(2). The balance of the fund realized from the sale of the premises covered by said mortgage to The Finance Company of Pennsylvania, shall be applied to the payment of the amuont due and in arrear for principal and interest on said $1,380,000 of First Consolidated Mortgage Five per cent. Gold Bonds in full; or, if the said fund shall not be sufficient to pay said principal and interest in full, then ratably to the payment of such principal and interest, without preference or priority of principal over interest or of interest over principal. In case the fund is insufficient to pay said bonds and coupons and interest in full, said Special Master shall stamp or cause to be stamped upon said bonds or coupons so paid the amount of such payment, and shall return said bonds or coupons to the owners thereof, with the payment so stamped upon the same.

XI. *It Is Further Ordered, Adjudged and Decreed* that when delivery is made by the Receiver of the property herein ordered to be sold to the

purchaser or purchasers, said Receiver shall file his accounts before the Special Master, showing the surplus of revenue then in his hands, if any, and any amount realized upon the sale of property acquired by him, and all his outstanding liabilities, liquidated and unliquidated, and the Court reserves, for further order and disposition, all questions as to the distribution of said surplus and amount, if any, and all questions as to the protection of the Receiver from the demands and claims against him pertaining to the business of said Receiver.

XII. *It Is Further Ordered, Adjudged and Decreed* that upon payment of the purchase price by the purchaser or purchasers of said property, the said special Master making the sale shall execute a deed conveying the property purchased to such purchaser or purchasers, or his or their assigns; and that upon the execution and delivery of such deed the grantee or grantees therein shall be let into possession of the premises conveyed. The purchaser or purchasers shall, after such delivery of the premises, hold, possess and enjoy the said premises and property and all the rights, privileges, immunities and franchises appertaining thereto, as fully and completely as said defendant, The Jacksonville, Louisville & St. Louis Railway Company, now hold or enjoy, or held or enjoyed, at the time of the commencement of the suit to foreclose the mortgage upon such premises and property or were or are entitled to hold or enjoy the same: and the respective purchaser or purchasers, and his or their successors and assigns, shall thereupon be entitled to have and hold the premises so conveyed free and discharged from the lien and incumbrance of said mortgage and from the claims of all parties to this suit and those claiming under them, save only as hereinafter provided, and subject to the payment of any amount which this Court may find and determine to be due and payable as provided in this decree.

XIII. *It Is Further Ordered, Adjudged and Decreed* that the defendant The Jacksonville, Louisville & St. Louis Railway Company and The Finance Company of Pennsylvania, trustee of said mortgage, shall, as a further assurance to the purchaser or purchasers, severally execute their deed or deeds or join with the Special Master in the execution of the deed or deeds to be made by him to such purchaser or purchasers, of the property above ordered to be sold, and shall thereby convey and release to the respective purchaser or purchasers, their rights, titles, and interests in the property conveyed to such purchaser or purchasers respectively.

XIV. *It Is Further Ordered, Adjudged and Decreed* that the remaining undisposed claims, issues and equities raised by the answers of the defendants William S. Hook and Mary B. Hook and the intervening petitions of all other persons or corporations now on file be reserved for further consideration by the Court, and that the sale of the mortgaged premises shall not affect the claims, issues, and equities so raised, and shall be made subject to such orders and decrees as may hereafter be made by the Court with respect to all and singular such claims, issues, and equities, but that the sale of the mortgaged premises shall include all and singular the right, title and interest of said "Railway Company"

and of the complainant The Finance Company of Pennsylvania, as mortgagee in and to the property claimed by any of the defendants.

XV. *It Is Further Ordered, Adjudged and Decreed,* that any party to this cause and also any intervening petitioner who has heretofore duly filed his petition herein and also the Receiver may at any time apply to this Court for further relief, at the foot of this decree, as well as for such modifications thereof in respect to the terms or conditions or the said sale, or to the distribution of the proceeds thereof, or in respect to any other matter which may affect the rights of any of the parties to these causes as may be just and proper, and jurisdiction in this cause is retained by this Court for the purpose of enforcing all the provisions of this decree.

UNITED STATES OF AMERICA,
SOUTHERN DISTRICT OF ILLINOIS, } ss.
SOUTHERN DIVISION

I, R. C. Brown, Clerk of the District Court of the United States for said Southern District of Illinois, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true copy of the Decree of Foreclosure and sale entered in the Circuit now District Court, April 23rd, 1896, in a certain cause wherein Henry W. Putnam and the Finance Company of Pennsylvania are complainants and the Jacksonville, Louisville and St. Louis Railway Company, et al are defendants as truly as the same appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Springfield, in the District aforesaid, this 3rd day of August in the year of our Lord one thousand nine hundred and twelve.

R. C. BROWN,
[SEAL] *Clerk.*

MASTER'S DEED, June 29, 1896 to Robert F. Kennedy et. al.

* * * * * * * * *

This Indenture made and entered into this twenty-ninth day of June in the year of our Lord one thousand eight hundred and ninety-six, by and between Philip Barton Warren, of Springfield, Illinois, as Special Master in Chancery appointed by the Circuit Court of the United States for the Southern District of Illinois in the cause hereinafter mentioned as party of the first part and Robert F. Kennedy and J. H. Dunn parties of the second part.

Whereas in a certain cause pending in the Circuit Court of the United States for the Southern District of Illinois, in which Henry W. Putnam and the Finance Company of Pennsylvania are complainants and the Jacksonville, Louisville & St. Louis Railway Company and others are defendants, in which suit Samuel P. Wheeler was duly appointed and acting as Receiver of said Railway Company a certain decree of foreclosure and sale was, on the 23rd day of April, 1896, entered in said Court wherein and whereby it was adjudged and decreed that the said

Jacksonville, Louisville & St. Louis Railway Company pay, or cause to be paid, within five (5) days from the date of the said decree, into said Court or into the hands of a depository to be named by the said Court, to the credit of the said suit, certain amounts therein found to be due to said complainant, the Finance Company of Pennsylvania as Trustee under the mortgage or deed of trust, in said decree mentioned, for the use and benefit of the respective parties entitled thereto.

And in default of such payment by said defendant Railway Company, or by any one claiming under it, or by any one for its account, the mortgaged premises, property and franchises be sold as provided in said decree without valuation, appraisement, redemption or extension;

And Whereas neither the Jacksonville, Louisville & St. Louis Railway Company, nor any one claiming under it, nor any one for its account, made the payments above specified, although more than five days after the date of said decree elapsed;

And Whereas the said Philip Barton Warren, party of the first part hereto, was in and by said decree appointed Special Master to make, direct and conduct the said sale and to execute and deliver deeds of conveyance of the property to be sold to the purchaser or purchasers thereof, upon an order confirming such sale and upon payment or settlement of the purchase price bid as in said decree provided;

And Whereas the said Special Master did on the 10th day of June, 1896, upon the premises of the Jacksonville & St. Louis Railway Company, the defendant Railway in said cause, at its depot in Jacksonville, a station on the line of said Railway, in the County of Morgan and State of Illinois, sell at public auction the premises and property in said decree mentioned and described, having given due notice of the time and place of sale agreeably to said decree, at which sale the mortgaged premises and the property, having been first offered for sale as in said decree provided were struck off to Robert F. Kennedy and J. H. Dunn the said property being the property mentioned in said decree and being also described as follows;

All and singular the Railway and property of the said Jacksonville, Louisville & St. Louis Railway Company, beginning in the city of Jacksonville and running through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion, and terminating in the City of Centralia in said County of Marion in the State of Illinois, and also all the rolling stock, equipment and machinery connected with and appurtenant to said railway and all franchises held by said Railway Company in connection therewith, including all the railways, ways, rights of way, and all the depot grounds and other lands and all the tracks, bridges, culverts, fences, and other structures, and all the depots, stations, station-houses, engine-houses, car houses, freight houses, woodhouses and other buildings, and all machine shops and other shops held by said Railway Company for use upon the aforesaid line of Railway or in connection with the business thereof, and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment, and all the machinery, tools, imple

ments, and materials for constructing, operating, repairing or replacing the said Railway or the equipments or appurtenances of said Railway or the equipments or appurtenances of said Railway, together with all and singular all the tenements, hereditaments and appurtenances to the said Railway and premises and the reversion and reversions and the remainder and remainders, tolls, incomes, rents, issues and profits, and also all the estate, right, title, interest, property, possession, claim and demands whatsoever as well in law as in equity of the said Railway Company, of, in and to the same and part and parcel thereof, with the appurtenances and all books of account and all vouchers, and all other property of any kind whatsoever of said Railway Company, covered by this mortgage to the Finance Company of Pennsylvania as trustee, dated May 1, 1890, to which mortgage and paragraph three (3) of said decree reference is made for a fuller description of said property.

And Whereas, the said Special Master did agreeably to the said decree, on or about the 11th day of June 1896, make and file in the office of the Clerk of the said Circuit of the United States for the Southern District of Illinois, his report of the said sale so made;

And Whereas, by an order and decree of the said Court made on the 11th day of June, 1896 it was, among other things, ordered, adjudged and decreed that the said report of said sale be in all respects ratified, approved and confirmed and said Special Master directed to make a deed of the said property to the said Robert F. Kennedy and J. H. Dunn, or their nominees or assigns upon their compliance with the terms of the said purchase, subject to the conditions mentioned in the said order.

Now Therefore, the said Philip Barton Warren as such Special Master in Chancery, party of the first part, for the consideration aforesaid to him paid, the receipt whereof is hereby acknowledged, in pursuance of said decree and of order of said Court, has granted, bargained, sold, assigned, transferred and conveyed, and by these presents does, grant, bargain, sell, transfer and convey unto the said Robert F. Kennedy and J. H. Dunn parties of the second part hereto, their successors or assigns, all and singular the railways, franchises and other property, real and personal described in said decree of foreclosure and sale made and entered in said cause as aforesaid and more particularly hereinbefore described.

To have and to hold, possess and enjoy the said Premises and all property rights, privileges, immunities and franchises pertaining thereto as fully as the said Jacksonville, Louisville & St. Louis Railway Company, the said Receiver or any of the defendants in said Cause now hold or enjoy or held and enjoyed at the time of the commencement of the suit to foreclose the mortgage upon such Premises and property, or were or are now entitled to hold and enjoy the same unto the party of the second part, their successors and assigns, the Premises hereby conveyed free and discharged from the lien and incumbrance of said mortgage and from the claims of all parties to said suit and those claiming under them forever, save only as in said decree provided.

In Witness Whercof the said Philip Barton Warren, special Master as aforesaid has hereunto set his hand and seal on the date herein as above written.

PHILIP BARTON WARREN, [SEAL]
Special Master.

STATE OF ILLINOIS, }
COUNTY OF SANGAMON. } SS.

I, Ed. M. Henry a Notary Public in and for said County in the State aforesaid do hereby certify that Philip Barton Warren, personally known to me to be the same person who executed the foregoing instrument, personally appeared before me and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and seal this twenty-ninth day of June, A. D. 1896.

ED. M. HENRY,
[SEAL] *Notary Public.*

STATE OF ILLINOIS, }
MACOUPIN COUNTY. } SS.

I, Thomas Cain, Clerk of the Circuit Court and ex-officio Recorder for the County in the State aforesaid, do hereby certify that the above is a true, perfect and complete copy of a Deed Recorded in Book "F P" of Deeds at Page 358 as it appears from the records in my office. I hereby certify that I am custodian of said records.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Carlinville, Illinois, this 29th day of October A. D. 1912.

THOMAS CAIN,
[SEAL] *Circuit Clerk and ex-officio Recorder.*

THE JACKSONVILLE AND SAINT LOUIS RAILWAY COMPANY

This road was started in 1867, by citizens of Jacksonville and Virden, Illinois, and between those points.

The first Company to be organized was named Jacksonville, North Western and South Eastern Railway Company, under a Special Act of the Illinois Legislature in force February 23, 1867, to build from Virden northwestwardly towards Jacksonville, the road being completed from Virden to Franklin, (17.7 miles), to a connection with the Illinois Farmers Railroad, July, 1872.

The second Company was organized by Special Act of the Illinois Legislature approved February 28, 1867, called "The Illinois Farmers' Railroad Company," amended April 20, 1869, to build from Jacksonville southeastwardly to Franklin to a connection with the Jacksonville North Western and South Eastern Railway (13 miles), completed in 1870.

July 10, 1872, the Illinois Farmers Railroad Company conveyed all its property to the Jacksonville North Western and South Eastern Railway Company.

July 10, 1872, The Jacksonville North Western and South Eastern Railway Company executed a Mortgage to the Farmers Loan & Trust Company of New York, to secure an issue of bonds, the interest upon which was defaulted and foreclosure proceedings resulted in a Decree May 17, 1879, in the Circuit Court of Morgan County, Illinois, under which Henry Stryker, Jr., Master in Chancery, executed a deed to William S. Hook, representing the bondholders, dated July 15, 1879.

The purchasers incorporated a new company under the general laws of Illinois, the articles being dated June 23, 1879, and the name adopted being "The Jacksonville South Eastern Railway Company," and William S. Hook conveyed the road to this new company by deed dated July 25, 1879.

This Company extended the road southeastwardly from Virden to Centralia, it being completed to that point in Decem-

ber, 1883, and the total mileage from Jacksonville to Centralia being 111.9 miles.

July 1, 1882, this Company executed a Mortgage to Henry Dunn and Edgar Butler, Trustees, to secure an issue of bonds, on which it defaulted, and foreclosure proceedings resulted in a Decree February 27, 1890, in the Circuit Court of Marion County, Illinois, under which possession of the road was turned over to Kennedy, Tower and Catherwood, a Committee of the bondholders.

August 15, 1890, the Circuit Court of Marion County in a case wherein Peter Heiss and others were complainants, ordered the railroad then in the hands of said bondholders committee to be sold, and pursuant to that Decree, it was bid in by the said bondholders committee, and conveyed by deed of date October 4, 1890, from L. M. Kagy, Master in Chancery. This committee remained in possession until January 23, 1891, when it conveyed the property to William Elliott by deed of that date. Elliott caused a new company to be incorporated under the general laws of Illinois, named "The Jacksonville, Louisville & St. Louis Railway Company," the Articles being dated December 30, 1889, and Elliott conveyed the road to it by deed January 23, 1891.

May 1, 1890, this Company executed a Mortgage to the Finance Company of Pennsylvania, as Trustee, to secure an issue of bonds, upon which the interest was defaulted, resulting in a foreclosure suit, and a Decree dated April 23, 1896, in the Circuit Court of the United States for the Southern District of Illinois, and Samuel P. Wheeler was appointed Receiver in that proceeding.

June 28, 1896, Philip B. Warren, Special Master, executed a deed of the property to Robert F. Kennedy and J. H. Dunn, representing the bondholders, who organized a new company named "Jacksonville and St. Louis Railway Company," to which they conveyed the property by deed dated October 1, 1896.

The Chicago, Burlington & Quincy Railroad Company bought into this property in 1903, for the purpose of extending it to the southern Illinois coal fields, and caused the Jacksonville & Concord Railway Company to be organized for the purpose of

building from Jacksonville to Concord, to connect up with its St. Louis division.

The Articles of the Jacksonville & Concord Railway Company are dated September 21, 1903, and the road (9.96 miles) was completed February 4, 1904, and the road was leased to the Jacksonville & St. Louis Railway Company March 24, 1904, and conveyed to that Company by deed July 1, 1904.

July 1, 1904, the Jacksonville & St. Louis Company made a twenty-five year lease of its road to the C. B. & Q. R. R. Co., and July 1, 1905, conveyed its road and franchises and all of its property to that Company by deed.

ARTICLES OF INCORPORATION, June 10, 1896, The Jacksonville and Saint Louis Railway Company.

* * * * * * * * *

First: The name of this corporation shall be "The Jacksonville and Saint Louis Railway Company.

Second: It is proposed to construct the said railroad from Jacksonville in the county of Morgan in the State of Illinois, thence through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton to the City of Centralia in the County of Marion in said state.

Third: The principal business office of this corporation shall be established and maintained at the City of Chicago, County of Cook, Illinois.

Fourth: The time of the commencement of this corporation shall be July first 1896 and continue in force for fifty years.

Fifth: The amount of the Capital Stock of this corporation shall be One Million and five hundred thousand dollars.

Sixth: The names and places of residence of the several persons forming this corporation are:

Names.	Residence.
Henry A. Gardner	Chicago, Illinois.
George P. Lee,	Chicago, Illinois.
Jacob S. Beck,	Chicago, Illinois.
Livingston Griffin	Chicago, Illinois.
Willard McPherson	Chicago, Illinois.

Seventh: The names of the first Board of Directors are Henry A. Gardner, George P. Lee, Edward F. Lawrence, Livingston Griffin, and Willard McPherson. And the government of this corporation shall be vested in the persons forming the Board of Directors.

Eighth: The Capital Stock of this corporation shall be divided into fifteen thousand of the value of One Hundred Dollars each.

In Witness Whereof, We have hereunto severally subscribed our names this tenth day of June, A. D. 1896.

HENRY A. GARDNER,
JACOB S. BECK,
GEORGE P. LEE,
LIVINGSTON GRIFFIN,
WILLARD MCPHERSON.

Filed July 2, A. D. 1896 at 11 o'clock A. M.

UNITED STATES OF AMERICA } ss.
STATE OF ILLINOIS, }

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of "The Jacksonville and Saint Louis Railway Company," which was filed for record in this office on the 2nd day of July 1896, at 11 o'clock A. M., and recorded in Book No. 15 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 14th day of October A. D. 1905.

[SEAL] JAMES A. ROSE,
Secretary of State.

DEED, October 1, 1896. Robert F. Kennedy et al. to the Jacksonville and Saint Louis Railway Company.

* * * * * * * * *

This Indenture, made and entered into this first day of October, A. D. 1896, by and between Robt. F. Kennedy and J. H. Dunn, of the City of Philadelphia, State of Pennsylvania, party of the first part, and The Jacksonville and St. Louis Railway Company, party of the second part, *Witnesseth:* That in and for the consideration of Two Hundred and Fifty Thousand Dollars ($250,000.) and other good and valuable considerations, by the party of the second part to the party of the first part paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant, bargain, sell, assign, transfer and convey unto the said party of the second part, all the following described property:

All and singular the railway and property formerly belonging to the Jacksonville, Louisville & St. Louis Railway Company, and recently purchased by the party of the first part at mortgage sale, to wit: Beginning in the City of Jacksonville and running through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton and Marion and terminating in the City of Centralia in said County of Marion, in the State of Illinois, and also all rolling stock, equipment and machinery connected with and appurtenant to said Railway, and all franchises formerly held by the said Railway Company in connection therewith, including all the railways, ways, rights of way, and all the depot grounds and other lands, and all the tracks, bridges, viaducts, culverts, fences and other structures, and all the depots, stations, station-houses, engine-houses, car-houses,

freight-houses, wood-houses, and other buildings, and all machine shops and other shops, for use upon the aforesaid line of Railway, or in connection with the business thereof; and including also all the locomotives, tenders, passenger, baggage, freight and other cars, and all the rolling stock and equipment, and all the machinery, tools, implements, fuel and materials for constructing, operating, repairing, or replacing the said Railway or the equipments or appurtenances of the said Railway, together with all and singular the tenements, hereditaments and appurtenances to the said Railway and premises, and the reversion and reversions, remainder and remainders, tolls, incomes, rents, issues, and profits; and also the estate, right, title, interest, property, possession, claim and demands whatsoever, as well in law as in equity, of, in and to the same, and every part and parcel thereof, with the appurtenances and all the books of account, and all the vouchers, and all other property of any kind whatsoever, acquired by the party of the first part, and covered by the mortgage of the said Jacksonville, Louisville and St. Louis Railway Company, to the Finance Company of Pennsylvania, as trustee, dated May 1, 1890, and recorded in the office of the Recorder at Jacksonville in the County of Morgan, in the State of Illinois.

Intending hereby to convey all the property conveyed in accord with said mortgage sale to the party of the first part, in and by the deed dated the Twenty ninth day of June, A. D. 1896, by Philip Barton Warren of Springfield, Illinois, a Special Master in Chancery appointed by the Circuit Court of the United States, for the Southern District of Illinois, in the case of Henry W. Putnam, et al. vs. The Jacksonville, Louisville and St. Louis Railway Company et al. to the party of the second part herein. *To Have and to Hold*, possess and enjoy the said premises, and all the property, rights, privileges, immunities and franchises pertaining thereto to the said party of the second part, its successors and assigns forever.

In Witness Whereof, the party of the first part have signed their names and set their seals hereto, on the day and year first above written.

Witnessed, Sealed and Delivered
in the Presence of:
STANISLAUS REMAK.
HARRY F. KELLAR.

ROBERT F. KENNEDY, [SEAL]
J. H. DUNN. [SEAL]

STATE OF PENNSYLVANIA. }
COUNTY OF PHILADELPHIA. } ss.

I, Stanislaus Remak, a Notary Public, in and for said County in the said State aforesaid, do hereby certify, that Robert F. Kennedy and J. H. Dunn, personally known to me to be the same persons who executed the foregoing instrument, personally appeared before me and acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act, for the use and purposes therein set forth.

Witness my hand and seal, this First day of October, A. D. 1896.

STANISLAUS REMAK,
Notary Public.

[SEAL]

301 Drexel Bldg., Philadelphia, Pa.

STATE OF ILLINOIS, } ss.
MACOUPIN COUNTY. }

Filed for Record November 13, 1896 Book F. P. Page 362.

JNO. HOMER, *Recorder.*

STATE OF ILLINOIS, } ss.
MACOUPIN COUNTY. }

I, Thomas Cain, Clerk of the Circuit Court and ex-officio Recorder for the county in the State aforesaid, do hereby certify that the above is a true, perfect and complete copy of A Deed Recorded in Book "FP" of Deeds at Page 362 as it appears from the records in my office. I hereby certify that I am custodian of said records.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Carlinville, Illinois, this 29th day of October A. D. 1912.

[SEAL] THOMAS CAIN,

Circuit Clerk and ex-officio Recorder.

JACKSONVILLE & CONCORD RAILWAY COMPANY

This company was incorporated under the General Laws of Illinois by Articles dated September 21, 1903, filed with the Secretary of State on September 24, 1903, and recorded in Book 15 of Railroad Records at page 475.

By its Articles the company defined its line of road as follows: "from a connection with the Jacksonville & St. Louis Railway, in the City of Jacksonville, in Morgan County, in the State of Illinois, thence in a generally northwesterly direction to a connection with the Chicago, Burlington & Quincy Railroad at or near Concord, in said county and state."

It was organized at Jacksonville November 20, 1903, and built from a connection with the Chicago, Burlington & Quincy Railroad near Concord, Illinois, thence southerly to a connection with The Jacksonville and Saint Louis Railway at Jacksonville, Illinois, a distance of nine and ninety-six one hundredths miles. It was completed February 4, 1904.

By lease for twenty-five years, dated March 22, 1904, this company leased its railroad to The Jacksonville and Saint Louis Railway Company.

In 1904 this company conveyed all of its property to The Jacksonville and Saint Louis Railroad Company by deed, dated July 1, 1904.

ARTICLES OF INCORPORATION, September 21, 1903. Jacksonville & Concord Railway Company.

* * * * * * * * *

We, the undersigned, Charles V. Carpenter, Joseph A. Connell, John M. Dering, Lars B. Larsen and William H. Henson, desire to form an incorporated company for the purpose of constructing and operating a railroad under the laws of Illinois, hereby adopt the following

ARTICLES OF INCORPORATION:

First: The name of the proposed corporation shall be the Jacksonville & Concord Railway Company.

Second: It is intended to construct the proposed railway from a connection with the Jacksonville & St. Louis Railway in the City of Jacksonville, in Morgan County, in the State of Illinois, thence in a generally

northwesterly direction to a connection with the Chicago Burlington & Quincy Railroad at or near Concord in said County and State.

Third: The principal business office of the company shall be established and maintained at the City of Chicago, in the County of Cook and State of Illinois.

Fourth: The time of the commencement of the corporation shall be September 23rd, 1903, and it shall continue for fifty (50) years thereafter, with the right to renew the same as may be provided by law.

Fifth: The amount of the capital stock of the corporation shall be three hundred thousand dollars ($300,000.)

Sixth: The names and places of residence of the several persons forming the association for incorporation, are:

Names:	Residences:
Charles V. Carpenter,	Downer's Grove, Ill.
Joseph A. Connell,	La Grange, Ill.
John M. Dering,	La Grange, Ill.
Lars B. Larsen,	Chicago, Ill.
William H. Henson,	La Grange, Ill.

Seventh: The names of the first Board of Directors are: Charles V. Carpenter, Joseph A. Connell, John M. Dering, Lars B. Larsen and William H. Henson.

The government of the corporation and the management of its affairs shall be vested in the Board of Directors.

Eighth. The capital stock of the corporation shall be divided into three thousand (3000) shares, of the par value of one hundred dollars ($100.00) each.

In Witness Whereof, we have hereunto severally subscribed our names, this 21st day of September, A. D. 1903.

CHARLES V. CARPENTER, [SEAL]
JOSEPH A. CONNELL, [SEAL]
JOHN M. DERING, [SEAL]
LARS B. LARSEN, [SEAL]
WILLIAM H. HENSON. [SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, J. H. Pettibone, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 21st day of September, 1903, personally appeared before me Charles V. Carpenter, Joseph A. Connell, John M. Dering, Lars B. Larsen and William H. Henson, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they have executed the same for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal, the day and year above written.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.

RECORDED IN ILLINOIS

County	*Date*	*Time*	*Book*	*Page*
MORGAN	September 24th 1903	9:30 A. M.	E.	294

UNITED STATES OF AMERICA.
STATE OF ILLINOIS, } ss.

OFFICE OF THE SECRETARY OF STATE

I, Harry Woods, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of Jacksonville & Concord Railway Company which was filed for record in this office on the 25th day of September, 1903, at nine o'clock A. M., and recorded in Book No. 15 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the 8th day of April, A. D. 1913.

[SEAL]

HARRY WOODS,
Secretary of State.

LEASE, March 22, 1904. Jacksonville & Concord Railway Company to the Jacksonville and Saint Louis Railway Company.

* * * * * * * * *

Indenture of Lease, made this 22nd day of March, 1904, by and between the Jacksonville & Concord Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Jacksonville & St. Louis Railway Company, a corporation created and existing under the laws of the State of Illinois, party of the second part:

Witnesseth, That,

Whereas, the first party owns under due authority of law a railroad extending from Jacksonville, in Morgan County, Illinois, northwesterly to Concord, in same county, a distance of about ten (10) miles; and,

Whereas, the second party owns a railroad which connects with the said railroad of the first party at Jacksonville, in Morgan County, Illinois, thereby forming a continuous and connecting line of railroad; and,

Whereas, the execution of this lease, on the terms and conditions herein stated, has been duly and legally authorized and approved by both of said parties:

Now, Therefore, This Indenture Witnesseth, That the first party, in consideration of the premises, the sum of One Dollar ($1.00), receipt whereof is hereby acknowledged, and of the covenants and agreements herein contained, to be kept and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter stated, all and singular its above described railroad, together with all road-beds, rights-of-way, bridges, depots and terminal grounds, or other lands, or interest therein, station houses, buildings and structures of whatsoever kind; leaseholds, rights under contract, ordinances, and licenses; telegraph lines, ties, poles, other materials and supplies; and all other property, real or personal, of whatsoever kind and wheresoever situ-

ated, now owned by the First party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied or derived therefrom; also all rights, privileges and immunities and franchises possessed by the first party, except its franchise to be a corporation.

To have and to hold the said railroad, property, franchises and privileges for and during the term of twenty-five years from the date of this Indenture.

The second party, in consideration of the premises, hereby covenants and agrees with the first party, either by itself or a competent third party, to take immediate possession of the demised railroad and property above described, to keep the same in good condition and repair and equipped with all necessary rolling stock, and to maintain and operate said railroad in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad and property, or any part thereof, and return the said railroad and property to the first party at the expiration of the term of this lease in as good condition and repair as they were at the commencement thereof.

The second party in addition to the foregoing, and as rental for the use of the said railroad and other property hereby demised, agrees to pay an annual sum equal to thirty (30) per cent of the net earnings of the demised railroad; earnings upon all joint business to be computed upon a pro rata basis, according to the distance carried respectively upon the roads of the parties hereto.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their Presidents, and their corporate seals to be hereunto attached and attested by their Secretaries, the day and year first above written.

Jacksonville & Concord Railway,
[SEAL] *By* JOSEPH A. CONNELL, *President.*
Attest: H. W. WEISS, *Secretary.*

Jacksonville & St. Louis Railway Company,
[SEAL] *By* HENRY A. GARDNER, *President.*
Attest: H. W. WEISS, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

On this 22 day of March A. D. 1904, before me appeared Joseph A. Connell, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & Concord Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Joseph A. Connell acknowledged said instrument to be the voluntary act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 22nd day of March A. D. 1904, before me appeared Henry A. Gardner, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & St. Louis Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Henry A. Gardner acknowledged said instrument to be the voluntary act and deed of said corporation.

[SEAL] HENRY L. STERN,
Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

This is to certify that I am the Secretary of The Jacksonville & Concord Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and that I am the keeper of the papers, entries and records of said Railway Company; that the within and foregoing instrument is a true copy of an original paper and record of said Railway Company, now in my possession as the keeper of the same.

Witness my hand and the corporate seal of said Railway Company this 11th day of May A. D. 1910.

[SEAL] H. W. WEISS, *Secretary.*

DEED, July 1, 1904. Jacksonville & Concord Railway Company to The Jacksonville and Saint Louis Railway Company.

This Indenture, Made this first day of July, 1904, by and between the Jacksonville & Concord Railway Company, party of the first part, and the Jacksonville & St. Louis Railway Company, party of the second part, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois.

Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit:

Beginning at Jacksonville, in Morgan County, Illinois, and extending in a northwesterly direction to Concord, in said Morgan County, a distance of about ten (10) miles; and,

Whereas, The railroad of the first party connects with the railroad of the second party, forming a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroad, and has offered to purchase the remaining interests, property and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both of said companies, and approved by the stockholders owning and holding two-thirds

in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of the sum of five dollars ($5.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title and interest therein; together with all roadbeds, rights of way, bridges, depot and terminal grounds, of the first party, and other lands or interest therein; station houses, buildings, and structures of whatsoever kind; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired, whether appurtenant to its railroad aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and To Hold the same to the said second party, its successors, and assigns, forever,

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and will assume and discharge all contracts, debts, liabilities, and obligations of whatsoever kind, both principal and interest, of the said first party, as they may severally mature.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

[SEAL] Jacksonville & Concord Railway Company,
Attest: H. W. WEISS, *Secretary.* *By* J. A. CONNELL, *President.*

Jacksonville & St. Louis Railway Company,
[SEAL] *By* HENRY A. GARDNER, *President.*
Attest: H. W. WEISS, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 7th day of July, A. D. 1904, before me appeared J. A. Connell, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & Concord Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. A. Connell acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 3rd, 1906.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 7th day of July, A. D. 1904, before me appeared H. A. Gardner, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & St. Louis Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. A. Gardner acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] VIVIAN FLEXNER,
Notary Public in and for said County and State.
My commission expires, April 25, 1907.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MORGAN	October 5, 1904	74	17

LEASE, July 2, 1904, The Jacksonville and Saint Louis Railway Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

Indenture of Lease, made this second day of July, 1904, by and between the Jacksonville & St. Louis Railway Company, a corporation duly organized and existing under the laws of the State of Illinois, party of the first part, and the Chicago Burlington & Quincy Railroad Company, a corporation duly created, organized and existing under the laws of the same state, party of the second part:

Witnesseth, That,

Whereas, the first party owns the railroad hereinafter described, extending from Concord to Centralia, and the second party owns a system of railroads extending from Chicago through the state of Illinois and other states, including in said system a railroad extending from Monmouth via Concord to East St. Louis, the roads of the two parties thus forming a continuous and connected line of railroad; and

Whereas, the first party's railroad reaches a territory in which there are large coal deposits which can be most profitably worked and placed upon the market through a close alliance with the second party's railroad system, and it therefore appears to be to the mutual advantage of the parties hereto and the public that the railroad of the first party shall be operated in connection with and as a part of the second party's railroad system; and

Whereas, the execution of this indenture has been authorized by proper resolution of the directors of both of said companies:

Now, therefore, This Indenture Witnesseth, That the first party, in consideration of the premises, the sum of five dollars ($5.00), the receipt whereof is hereby acknowledged, and of the covenants and agreements herein contained, to be kept and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter specified, all and singular its railroad described as follows, to-wit; Beginning at Concord, in Morgan County, Illinois, and extending thence southeasterly, via Jacksonville, through the Counties of Morgan, Sangamon, Macoupin, Montgomery, Bond, Clinton, and Marion, to Centralia, in said Marion County, a distance of about one hundred and twenty-one (121) miles, together with all roadbeds, rights of way, depot and terminal grounds, or other lands, or interest therein; station houses, buildings and structures of whatsoever kind; leaseholds, rights under contract, ordinances and licenses; telegraph lines, ties, poles, and other materials and supplies; cars, locomotives, tools and all other equipment, and all other property, real and personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied, or derived therefrom; also all rights, privileges, immunities and franchises, possessed by the first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad, property, franchises and privileges for and during the term of twenty-five (25) years from the date of this indenture.

The second party, in consideration of the premises, hereby covenants and agrees with the first party, either by itsself or a competent third party, to take immediate possession of the demised railroad and the property above described, to place the same in good condition, and to equip, or cause to be equipped, the said railroad with all necessary rolling stock and equipment, and to maintain and operate, or cause to be maintained and operated, the said railroad in such a manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad property, or any part thereof; and upon the expiration of the term of this lease to return the said railroad and property to the first party in as good condition and repair as they were at the commencement thereof.

The second party in addition to the foregoing, and as rental for the use of the said railroad and property, agrees that after paying the expenses of operating, renewing, replacing and maintaining the same, including

reasonable improvements and additions thereto, taxes, rentals and all other proper and reasonable charges, to apply its net income, if any, derived from its operation of said demised railroad, to the payment of interest on the bonds and obligations now issued for which the first party, or the property owned by it, is liable, or obligated to pay.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

Jacksonville & St. Louis Railway Company,

[SEAL] *By* HENRY A. GARDNER,
President.

Attest: H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* GEO. B. HARRIS,
President.

Attest: T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 2nd day of August, 1904, before me appeared Henry A. Gardner, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & St. Louis Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Henry A. Gardner acknowledged said instrument to be the voluntary act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 22d day of September, 1904, before me appeared Geo. B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. B. Harris acknowledged said instrument to be the voluntary act and deed of said corporation.

HERBERT HAASE,
[SEAL] *Notary Public in and for said County and State.*

DEED, July 1, 1905, The Jacksonville and Saint Louis Railway Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

Indenture, Made this first day of July, A. D. 1905, by and between the Jacksonville & St. Louis Railway Company, party of the first part, and

the Chicago, Burlington & Quincy Rail Road Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party being thereunto duly authorized by law, is the owner of a certain railroad hereinafter described, in the State of Illinois; and,

Whereas, The railroads of the parties hereto connect, and make a continuous railroad; and,

Whereas, The second party is now in possession of and operating the said railroad, in connection with its own railroad, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to its railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of each of the said companies, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign, and transfer, to the said second party, the following described railroad, property, franchises, and privileges, to-wit:

Its certain railroad, beginning at Concord, in Morgan County, Illinois, thence extending southeasterly, via Jacksonville, to Centralia, in Marion County, Illinois, a distance of about one hundred and twenty-one (121) miles;

Together with all road-beds, rights of way, bridges, depot and terminal grounds, and other lands or interest therein; station houses, buildings, and structures of whatsoever kind; leaseholds, rights under contract and licenses; locomotives, cars, and other rolling stock and equipment; telegraph lines, supplies, tools, and material; rents, profits, income; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by it or hereafter to be acquired, whether appurtenant to the railroad aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors, and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such a manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and will assume and discharge the funded debt, both principal and interest, of the said first party, as it may mature; and that it will pay to the owners and holders of the capital stock of the said first party ten (10) dollars for each share of their stock, upon the presentation and surrender of the certificates therefor.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

Jacksonville & St. Louis Railway Company,

[SEAL] *By* HENRY A. GARDNER, *President.*

Attest:

H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Rail Road Company,

[SEAL] *By* GEO. B. HARRIS, *President.*

Attest:

T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 20th day of November, A. D., 1905, before me appeared Henry A. Gardner, to me personally known, who, being by me duly sworn, did say that he is the President of the Jacksonville & St. Louis Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Henry A. Gardner acknowledged said instrument to be the free act and deed of said corporation.

SOPHIA CHANDLER,
Notary Public in and for said County and State.

[SEAL] *My commission expires December 15, 1908.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 21st day of November, A. D., 1905, before me appeared Geo. B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Rail Road Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Geo. B. Harris acknowledged said instrument to be the free act and deed of said corporation.

J. H. PETTIBONE,
Notary Public in and for said County and State.

[SEAL] *My commision expires March 3rd, 1906.*

RECORDED IN ILLINOIS

County	*Date*	*Time*	*Book*	*Page*
Morgan	November 24, 1905	9:45 A.M.	74	232
Sangamon	December 5, 1905	8:05 A.M.	132	192
Macoupin	January 11, 1906	8:30 A.M.	224	147
Montgomery	January 31, 1906	8:30 A.M.	B	544
Bond	February 3, 1906	3 P.M.	45	588
Clinton	February 21, 1906	11:30 A.M.	GG	480
Marion	March 14, 1906	1 P.M.	70	—

FENTON AND THOMSON RAILROAD COMPANY

This company was incorporated under the General Laws of Illinois by Articles providing its time of commencement shall be June 1, 1903. By the second section of its articles, this company defined its road as follows, to wit:

"It is intended to construct the proposed railway from a point on the Galesburg and Savanna branch of the Chicago, Burlington & Quincy Railroad, about two miles north of Fenton, in the County of Whiteside and State of Illinois; thence in a northerly direction to a point about three miles south of Thomson, on the said Galesburg and Savanna branch of the Chicago, Burlington & Quincy Railroad, in said County and State, a distance of about 12 miles."

It was organized at Chicago, July 6, 1903, and built from Fenton Junction, on the Galesburg and Savanna branch of the Chicago, Burlington & Quincy Railroad, thence in a northerly direction to Ebner, Illinois, on the same branch a distance of twelve and seven tenths miles.

It was completed January 1, 1905.

By lease for twenty-five years, dated January 2, 1905, this company leased all of its road to the Chicago, Burlington & Quincy Railroad Company.

In 1906 this company conveyed its road to the Chicago, Burlington & Quincy Railroad Company by deed, dated March 1, 1906.

ARTICLES OF INCORPORATION, June 4, 1903. Fenton and Thomson Railroad Company.

* * * * * * * * *

We, the undersigned, Henry W. Weiss, Chester M. Dawes, Charles V. Carpenter, Joseph A. Connell, and John M. Dering, desiring to form an incorporated company for the purpose of constructing and operating a railroad under the laws of Illinois, hereby adopt the following Articles of Incorporation:

First: The name of the proposed corporation shall be the Fenton and Thomson Railroad Company.

Second: It is intended to construct the proposed railway from a point on the Galesburg & Savanna Branch of the Chicago, Burlington & Quincy Railroad, about two (2) miles north of Fenton, in the County of Whiteside, and State of Illinois; thence in a Northerly direction to a point about three (3) miles south of Thomson, on the said "Galesburg & Savanna Branch" of the Chicago, Burlington & Quincy Railroad in said County and State,—a distance of about twelve (12) miles.

Third: The principal business office of the Company shall be established and maintained at the City of Chicago in the County of Cook and State of Illinois.

Fourth: The time of the commencement of the corporation shall be June 1st, 1903, and it shall continue for fifty (50) years thereafter, with the right to renew the same as may be provided by law.

Fifth: The amount of the capital stock of the corporation shall be four hundred thousand dollars ($400,000.00).

Sixth: The names and places of residence of the several persons forming the association for incorporation, are:

Names:	Residences:
HENRY W. WEISS,	Hinsdale, Illinois,
CHESTER M. DAWES,	Chicago, Illinois,
CHARLES V. CARPENTER,	Downer's Grove, Illinois,
JOSEPH A. CONNELL,	LaGrange, Illinois,
JOHN M. DERING,	LaGrange, Illinois.

Seventh: The names of the first Board of Directors are: Henry W. Weiss, Chester M. Dawes, Charles V. Carpenter, Joseph A. Connell and John M. Dering.

The government of the corporation and the management of its affairs shall be vested in the Board of Directors.

Eighth: The capital stock of the corporation shall be divided into four thousand shares (4000) of the par value of one hundred dollars ($100.00) each.

In Witness Whereof, we have hereunto severally subscribed our names, this day of A. D. 1903.

HENRY W. WEISS, [SEAL]
CHESTER M. DAWES, [SEAL]
CHARLES V. CARPENTER, [SEAL]
JOSEPH A. CONNELL, [SEAL]
JOHN M. DERING. [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone a Notary Public in and for the County and State aforesaid, do hereby certify that on this fourth day of June, 1903, personally appeared before me Henry W. Weiss, Chester M. Dawes, Joseph A. Connell, Charles V. Carpenter, and John M. Dering, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they have executed the same for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal, the day and year above written.

[SEAL] J. H. PETTIBONE,
Notary Public.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WHITESIDE	June 6, 1903	173	166

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } ss.

OFFICE OF SECRETARY.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing Articles of Incorporation of Fenton and Thomson Railroad Company, were filed for record in the office of the Secretary of State of the State of Illinois on the tenth day of June, A. D. 1903, at 9 o'clock A. M, and duly recorded in Book No. 15 of Railroad Records, at page 451.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 10th day of June A.D. 1903.

[SEAL] JAMES A. ROSE,
Secretary of State.

LEASE, January 2, 1905. Fenton and Thomson Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture of Lease, made this second day of January, 1905, by and between the Fenton & Thomson Railroad Company, a corporation duly organized and existing under the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation duly created, organized and existing under the laws of the same State, party of the second part;

Witnesseth: That,

Whereas, the first party owns the railroad hereafter described, extending from a point near Fenton, in the State of Illinois, to a point near Thomson, in said State, and the second party owns a system of railroad extending from Chicago, through the State of Illinois and other States, including in said system a railroad extending from Galesburg, via Fenton and Thomson, to Savanna, the roads of the two parties thus forming a continuous and connected line of railroad; and,

Whereas, it appears to be to the mutual advantage of the parties hereto and the public that the railroad of the first party shall be operated in connection with and as a part of the second party's railroad system; and,

Whereas, the execution of this indenture has been authorized by proper resolution of the directors of both of said Companies:

Now, Therefore, This Indenture Witnesseth: That the first party, in consideration of the premises, the sum of five dollars ($5.00), the receipt

of which is hereby acknowledged, and of the covenants and agreements herein contained, to be kept and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter specified, all and singular its railroad, described as follows, to-wit: Beginning at a point about two and nineteen one-hundredths (2.19) miles northwest of Fenton, on the Galesburg and Savanna Branch of the second party's railroad, and extending thence in a northerly direction to a point about one and ninety-one one-hundredths (1.91) miles south of Thomson, on the same Branch, a distance of about twelve and eight-tenths (12.8) miles, together with all road-beds, rights-of way, depot and terminal grounds, or other lands, or interest therein; station houses, buildings, and structures of whatsoever kind; leaseholds, rights under contract, ordinances and licenses; telegraph lines, ties, poles and other materials and supplies; cars, locomotives, tools and all other equipment, and all other property, real and personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied, or derived therefrom; also all rights, privileges, immunities and franchises, possessed by the first party, except its franchise to be a corporation.

To Have and To Hold the said railroad, property, franchises and privileges, for and during the term of twenty-five (25) years from the date of this indenture.

The second party, in consideration of the premises, hereby covenants and agrees with the first party, either by itself or a competent third party, to take immediate possession of the demised railroad and the property above described, to place the same in good condition, and to equip, or cause to be equipped, the said railroad with all necessary rolling stock and equipment, and to maintain and operate, or cause to be maintained and operated, the said railroad in such a manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad property, or any part thereof; and, upon the expiration of the term of this lease, to return the said railroad and property to the first party in as good condition and repair as they were at the commencement thereof.

The second party, in addition to the foregoing, and as rental for the use of the said railroad and property, agrees that, after paying the expenses of operating, renewing, replacing and maintaining the same, including reasonable improvements, and additions thereto, taxes, rentals and all other proper and reasonable charges, it will apply its net income, if any, derived from its operation of said demised railroad, to the payment of interest on the bonds or indebtedness, for the cost of the construction of its road, for which the first party, or the property owned by it, is liable, or is obligated to pay.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their cor-

porate seals to be attached and attested by their respective Secretaries, the day and year first above written.

Fenton & Thomson Railroad Company,

[SEAL] *By* CHESTER M. DAWES, *President.*

Attest:

H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Rail Road Company

[SEAL] *By* GEO. B. HARRIS, *President.*

Attest:

T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this first day of August, A. D., 1905, before me appeared C. M. Dawes, to me personally known, who, being by me duly sworn, did say that he is the President of the Fenton & Thomson Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. M. Dawes acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,

Notary Public in and for said County and State.
My commission expires March third, 1906.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this twenty-first day of Nov., A.D. 1905, before me appeared Geo. B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Geo. B. Harris acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] LEON C. JAMES,

Notary Public in and for said County and State.
My commission expires June 3rd, 1908.

DEED, March 1, 1906. Fenton and Thomson Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture, Made this first day of March 1906, by and between the Fenton & Thomson Railroad Company, first party, and the Chicago, Burlington & Quincy Rail Road Company, second party, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois,

Witnesseth, that,

Whereas, the first party, being thereto duly authorized by law, is the owner of the following described railroad in the state of Illinois, to-wit:

Beginning at a point near Fenton, in Whiteside County, Illinois and extending in a northerly direction to a point near Thomson, in Carroll County, Illinois, a distance of about twelve and eight-tenths (12.8) miles, and

Whereas, the railroad of the first party connects with the railroad of the second party, forming a continuous and connected line of railroad, and,

Whereas, the second party is now in possession of and operating the said above described railroad, in connection with its own railroad and has offered to purchase the remaining interests, property and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the Directors of both of said companies, and approved by the stockholders owning and hold ing two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This indenture witnesseth, that the said first party for and in consideration of the sum of Five dollars ($5.00) to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold and by these presents does grant, bargain, sell and convey, release assign and transfer, to the said second party, all and singular the said above described railroad, and all its right, title and interest therein, together with all road-beds, rights of way, bridges, depot and terminal grounds, of the first party and other lands or interest therein station houses, buildings and structures of whatsoever kind; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired, whether appurtenant to its railroad aforesaid or otherwise. Also all rights, privileges, immunities, and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such a manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof, and will assume and discharge the funded debt, both principal and interest, of the said first party, as it may mature, and that it will pay to the owners and holders of the capital stock of the said first party ten (10) dollars for each share of their stock, upon the presentation and surrender of the certificates therefor.

And to the end that the second party may have, hold, use exercise, and enjoy the railroad and property and franchises of the first party,

hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

Fenton & Thomson Railroad Company,

[SEAL] *By* CHESTER M. DAWES, *Its President.*

Attest:

H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Rail Road Company

[SEAL] *By* GEO. B. HARRIS, *President.*

Attest:

T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 21st day of May A. D. 1906, before me appeared C. M. Dawes, to me personally known, who, being by me duly sworn, did say that he is the President of the Fenton & Thomson Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. M. Dawes acknowledged said instrument to be the free act and deed of said corporation.

J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 12th, 1910.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 21st day of May A. D. 1906, before me appeared Geo. B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Rail Road Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. B. Harris acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] LEON C. JAMES,
Notary Public in and for said County and State.
My commission expires, June 3rd, 1908.

STATE OF ILLINOIS, }
WHITESIDE COUNTY. } ss.

No. 63853.

This instrument was filed for record in the Recorder's office of Whiteside County, aforesaid, on the 5th day of June A. D., 1906, at seven o'clock A. M. and recorded in book 185 of Records, on page 154.

L. E. TUTTLE, *Recorder.*

NORTHERN AND SOUTHERN ILLINOIS RAILROAD COMPANY

This company was incorporated under the General Law of Illinois by Articles dated July 12, 1904. By the second section of the Articles, the company defined its road as follows, to wit:

"It is proposed to construct the said railroad from a point at or near Centralia, in the County of Marion, Illinois, in a south and southeasterly direction, to a point at or near Herrin, in the County of Williamson, Illinois."

It was organized at Chicago, July 28, 1904.

It built from a connection with the Chicago, Burlington & Quincy Railroad at Centralia, Illinois, thence southerly to Herrin, Illinois, a distance of fifty-one and fifty-six one hundredths miles, and a branch beginning at a junction point with the main line 1.5 miles south of Cambon, Illinois, and extending from thence easterly to West Frankfort, Illinois, a distance of three and sixty-one one hundredths miles. This branch line was originally built as a coal spur, but has been main line track since November 1, 1916.

Total mileage, 55.17 miles.

It was completed and opened to Herrin, April 1, 1906.

By lease dated July 2, 1906, the Northern and Southern Illinois Railroad Company leased all of its railroad property for twenty-five years to the Chicago, Burlington & Quincy Railroad Company.

In 1908 this company conveyed its railroad, extending from Centralia to Herrin, together with spur or branch tracks to various coal mines, to the Chicago, Burlington & Quincy Railroad Company by deed dated December 1, 1908.

ARTICLES OF INCORPORATION, July 12, 1904, Northern and Southern Illinois Railroad Company.

* * * * * * * * *

First. The name of this corporation shall be "Northern and Southern Illinois Railroad Company."

Second. It is proposed to construct the said Railroad from a point at or near Centralia in the County of Marion, Illinois, in a South and South

Easterly direction to a point at or near Herrin, in the County of Williamson, Illinois.

Third. The principal business office of this Corporation shall be established and maintained at Chicago, Illinois.

Fourth. The time of the commencement of this corporation shall be July twelfth, 1904, and continue in force for fifty years.

Fifth. The amount of the Capital Stock of this Corporation shall be twenty-five thousand dollars.

Sixth. The names and places of residence of the several persons forming this Corporation are:

Names.	Residence.
Dwight Lawrence,	7 Ritchie Place, Chicago.
Thomas P. Sheldon,	3737 Ellis Avenue, Chicago.
Richard S. Folsom,	57 Lake Shore Drive, Chicago.
John R. Philp,	298 E. Superior St., Chicago.
Charles A. Folsom,	226 E. 41st St., Chicago, Ill.

Seventh. The names of the first Board of Directors are: Dwight Lawrence, Thomas P. Sheldon, Richard S. Folsom, John R. Philp.

And the government of this Corporation shall be vested in a President, Vice President, Secretary and Treasurer.

Eighth. The Capital Stock of this Corporation shall be divided into 250 shares of the value of one hundred dollars each.

In witness whereof, We have hereunto severally subscribed our names this twelfth day of July, A. D. 1904.

DWIGHT LAWRENCE,
THOMAS P. SHELDON,
RICHARD S. FOLSOM,
JOHN R. PHILP,
CHARLES A. FOLSOM.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF THE SECRETARY OF STATE.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporations of the Northern and Southern Illinois Railroad Company which was filed for record in this office on the 13th day of July 1904, at 9 o'clock A. M., and recorded in Book No. 24 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the 23rd day of June A. D. 1905.

[SEAL]

JAMES A. ROSE,
Secretary of State.

LEASE, July 2, 1906, Northern and Southern Illinois Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture of Lease, made this 2nd day of July 1906, by and between the Northern & Southern Illinois Railroad Company, a corporation duly

organized and existing under the laws of the State of Illinois, first party, and the Chicago, Burlington & Quincy Railroad Company, a corporation duly created, organized, and existing under the laws of the same State, second party;

Witnesseth, that:

Whereas, the first party owns the railroad hereafter described, extending from a point near Centralia, in the state of Illinois, to a point near Herrin, in said State and the second party owns a system of railroad extending from Chicago, through the state of Illinois and other states, including in said system a railroad extending from Concord to Centralia in said state of Illinois, the roads of the two parties thus forming a continuous and connected line of railroad; and,

Whereas, it appears to be to the mutual advantage of the parties hereto and the public that the railroad of the first party shall be operated in connection with and as a part of the second party's railroad system; and,

Whereas, the execution of this indenture has been authorized by proper resolution of the directors of both of said companies:

Now, therefore, This Indenture Witnesseth: That the first party in consideration of the premises, the sum of Five Dollars ($5.00), the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained, to be kept and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter specified, all and singular its railroad, described as follows, to-wit: Beginning at a point about one and forty hundredths (1.40) miles southerly from the center of the depot at Centralia, in Marion County, and extending thence in a southerly direction through the counties of Marion, Jefferson and Franklin, to Herrin, in Williamson County, a distance of about fifty-one and fifty-six hundreths (51.56) miles, with branch or stub lines to various coal mines in said counties, together with all road-beds, rights of way, depot and terminal grounds, or other lands, or interest therein; station houses, buildings, and structures of whatsoever kind; leaseholds, rights under contract, ordinances and licenses; telegraph lines, ties, poles, and other materials and supplies; and all other property, real and personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied, or derived therefrom; also all rights, privileges, immunities and franchises, possessed by the first party, except its franchise to be a corporation.

To have and to hold the said railroad, property, franchises and privileges, for and during the term of twenty-five (25) years from the date of this indenture.

The second party in consideration of the premises, hereby covenants and agrees with the first party either by itself or a competent third party, to take immediate possession of the demised railroad and the property above described, to place the same in good condition, and to equip, or cause to be equipped, the said railroad with all necessary rolling stock and equipment, and to maintain and operate, or cause to be maintained and operated, the

said railroad in such a manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad property or any part thereof; and, upon the expiration of the term of this lease, to return the said railroad and property to the first party in as good condition and repair as they were at the commencement thereof.

The second party, in addition to the foregoing, and as rental for the use of the said railroad and property, agrees that, after paying the expenses of operating, renewing, replacing, and maintaining the same, including reasonable improvements, and additions thereto, taxes, rentals, and all other proper and reasonable charges, it will apply its net income, if any, derived from its operation of said demised railroad, to the payment of interest on the bonds or indebtedness, for the cost of the construction of its road, for which the first party, or the property owned by it, is liable, or is obligated to pay.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

Northern & Southern Illinois Railroad Company,
[SEAL] *By* DANIEL WILLARD, *President.*
Attest:
H. W. WEISS, *Secretary.*

Chicago Burlington & Quincy Railroad Company,
[SEAL] *By* GEO. B. HARRIS, *President.*
Attest:
T. S. HOWLAND, *Secretary.*

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On the 21st day of Decr. A. D. 1906, before me appeared D. Willard, to me personally known, who being by me duly sworn, did say that he is President of the Northern & Southern Illinois Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said D. Willard acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 12th, 1910.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this 21st day of December A. D. 1906, before me appeared Geo. B. Harris to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of

said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. B. Harris acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 12th, 1910.

DEED, December 1, 1908, Northern and Southern Illinois Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

Indenture, Made this First day of December, A. D. 1908, by and between the Northern and Southern Illinois Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Rail Road Company, party of the second part, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois.

Whereas, The first party, being thereunto duly authorized by law, is the owner of a certain railroad, hereinafter described, in the State of Illinois; and,

Whereas, The railroads of the parties hereto connect, and make a continuous railroad; and,

Whereas, The second party is now in possession of and operating the said first party's railroad, in connection with its own railroad, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to its railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of each of said companies, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign, and transfer, unto the said second party, the following described railroad, property franchises and privileges, to-wit:

Its certain railroad beginning at the point of connection with the railroad of the second party, in the Northwest Quarter of Section No. Nineteen (19), Township No. One (1) North, Range No. One (1) East, at Centralia, Marion County, Illinois, and extending thence in a southerly direction through the counties of Marion, Jefferson, Franklin and Williamson, to the point of connection with the railroad of the Chicago & Carterville Coal Company, in the Northwest Quarter of Section No. Nineteen (19), Township No. Eight (8) South, Range No. Two (2) East, at Herrin, in said Williamson County, a distance of about Fifty-two and thirty-three one-hundredths (52.33) miles, together with all side tracks and connections, and spur or branch tracks to various coal mines in said counties;

Together with all road-beds, rights of way, bridges, depot and terminal grounds, of the first party, and other lands or interest therein; station houses, buildings, and structures of whatsoever kind; leaseholds, rights

under contract and licenses; locomotives, cars, and other rolling stock and equipment; telegraph lines, supplies, tools, and materials; rents, profits, income; and all other property, real or personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired, whether appurtenant to its railroad aforesaid or otherwise. Also all rights, privileges, immunities and franchises belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold the same to the said second party, its successors, and assigns, forever.

In consideration of the foregoing, the said second party covenants and agrees with the said first party that it will equip the said railroad, or cause the same to be equipped, and will maintain and operate the same, or cause the same to be maintained and operated, in such manner as to furnish reasonable accommodations to the public; that it will pay, or cause to be paid, all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof; and will assume and discharge all contracts, debts, liabilities, and obligations of whatsoever kind, both principal and interest, of the said first party, as they may severally mature; and that it will pay to the owners and holders of the capital stock of the first party ten (10) dollars for each share of their said stock, upon the presentation and surrender of the certificates therefor.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed, and their corporate seals to be affixed, by their respective Presidents, and said corporate seals to be attested by their respective Secretaries, the day and year first above written.

Northern and Southern Illinois Railroad Company,

[SEAL] *By* DANIEL WILLARD, *President.*

Attest:

H. W. WEISS, *Secretary.*

Witness to signatures of D. Willard and H. W. Weiss:

J. M. DERING.

Chicago, Burlington & Quincy Rail Road Company,

[SEAL] *By* GEO. B. HARRIS, *President.*

Attest:

T. S. HOWLAND, *Secretary.*

Witness to signatures of George B. Harris and T. S. Howland:

L. B. LARSEN.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this third day of February A. D. 1909, before me appeared Daniel Willard, to me personally known, who, being by me duly sworn, did say that he is the President of the Northern and Southern Illinois Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said D. Willard acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 12, 1910.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this fourth day of February A. D. 1909, before me appeared George B. Harris, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Rail Road Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said George B. Harris acknowledged said instrument to be the free act and deed of said Corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 12th, 1910.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
WILLIAMSON	December 14, 1910	90	362
MARION	December 15, 1910	78	516
JEFFERSON	December 19, 1910	78	624
FRANKLIN	December 22, 1910	81	367

HERRIN & SOUTHERN RAILROAD COMPANY

This company was incorporated under the General Law of Illinois by Articles dated June 25, 1909. By the second section of said Articles this company defined its road as follows, to wit:

"It is proposed to construct, acquire, maintain and operate a railroad from a point at or near the town of Herrin, in the County of Williamson, State of Illinois, from a connection with the railroad of the Northern & Southern Illinois Railroad Company; thence extending in a southerly direction through the Counties of Williamson, Johnson and Massac, a distance of about 57 miles, to a point on the Ohio River on the boundary line between the States of Illinois and Kentucky, opposite or near the town of Metropolis, in said Massac County, Ill., with the right as a part of said railroad to construct, use and maintain a bridge across the Ohio River as may be authorized by the laws of Congress and of the State of Kentucky."

It was organized at Chicago, August 31, 1909.

It built from a connection with the Chicago, Burlington & Quincy Railroad at Herrin Junction, Illinois, thence southerly to a connection with the Chicago & Eastern Illinois Railroad at Neilson, Illinois, and from a connection with the Chicago & Eastern Illinois Railroad at West Vienna, Illinois, thence southerly to Metropolis, Illinois, a distance of fifty-eight and forty-seven one hundredths miles.

From Neilson to West Vienna, Illinois, fifteen and seventy-nine one hundredths miles, operated under trackage agreement with the Chicago & Eastern Illinois Railroad Company dated June 1, 1910.

It was completed and opened for traffic October 15, 1910.

By lease dated October 19, 1914, the Herrin & Southern Railroad Company leased all of its railroad property to the Chicago, Burlington & Quincy Railroad Company for the term of twenty-five years.

In 1914 this company conveyed all of its property to the Chicago, Burlington & Quincy Railroad Company by deed dated October 29, 1914.

ARTICLES OF INCORPORATION, June 25, 1909, Herrin & Southern Railroad Company.

* * * * * * * * *

We, the undersigned, D. Willard, F. E. Ward, J. M. Dering, E. A. Howard, L. B. Larson desiring to form an incorporated company for the purpose of constructing and operating a railroad under the laws of the State of Illinois, hereby adopt the following Articles of Incorporation:

First: The name of the proposed corporation shall be the "Herrin & Southern Railroad Company."

Second: It is proposed to construct, acquire, maintain and operate a railroad from a point at or near the town of Herrin, in the county of Williamson and State of Illinois, from a connection with the railroad of the Northern & Southern Illinois Railroad Company, thence extending in a southeasterly direction through the counties of Williamson, Johnson and Massac, a distance of about Fifty seven (57) miles, to a point in the Ohio River on the boundary line between the States of Illinois and Kentucky, opposite or near the town of Metropolis in said Massac County, Illinois, with the right as a part of said railroad to construct, use and maintain a bridge across the Ohio River, as may be authorized by the laws of Congress and of the State of Kentucky.

Third: The principal business office of the corporation shall be established and maintained at Chicago, in the County of Cook and State of Illinois.

Fourth: The time of the commencement of this corporation shall be June 25, 1909, and it shall continue for Fifty (50) years thereafter, with the right to renew the same as may be provided by law.

Fifth: The amount of the capital stock of the corporation shall be One hundred thousand dollars ($100,000.00).

Sixth: The names and places of residences of the several persons forming this association for incorporation, are:—

Names	*Residences*
D. Willard,	Chicago, Illinois
F. E. Ward,	Evanston, Illinois
J. M. Dering,	LaGrange, Illinois
E. A. Howard,	Chicago, Illinois
L. B. Larson,	Chicago, Illinois

Seventh: The names of the members of the first Board of Directors of this corporation are,

D. Willard J. M. Dering
F. E. Ward E. A. Howard
L. B. Larson

And the government of the corporation and the management of its affairs shall be vested in the Board of Directors.

Eighth: The capital stock of the corporation shall be divided into one thousand (1000) shares, of the par value of one hundred dollars ($100.00) each.

In witness whereof, we have hereunto severally subscribed our names, this 25th day of June, A. D., 1909.

DANIEL WILLARD, [SEAL]
F. E. WARD, [SEAL]
J. M. DERING, [SEAL]
E. A. HOWARD, [SEAL]
L. B. LARSON. [SEAL]

STATE OF ILLINOIS, } SS.
COOK COUNTY. }

I, J. H. Pettibone a Notary Public in and for the County and State aforesaid, do hereby certify that on this 25th day of June, 1909, personally appeared before me

D. Willard, J. M. Dering,
F. E. Ward E. A. Howard
L. B. Larson

to me personally known to be the same persons who executed the foregoing instrument, and severally acknowledged that they have executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

[SEAL] J. H. PETTIBONE,
Notary Public.

UNITED STATES OF AMERICA, } SS.
STATE OF ILLINOIS, }

OFFICE OF SECRETARY.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Herrin & Southern Railroad Company were filed for record in the office of the Secretary of the State of Illinois on the 1st day of July A. D. 1909, at 12 o'clock M. and duly recorded in Book No. 30 of Railroad Records, at page 23.

In witness whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 1st day of July A. D. 1909.

[SEAL] JAMES A. ROSE,
Secretary of State.

RECORDED IN ILLINOIS:

County	*Date*	*Book*	*Page*
WILLIAMSON	June 29, 1909	8	250
JOHNSON	June 30, 1909	32	120
MASSAC	June 30, 1909	1	353

LEASE, October 19, 1914. Herrin & Southern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture of Lease, Made this Nineteenth day of October, 1914, by and between the Herrin & Southern Railroad Company, a corporation

duly organized and existing under the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation duly created, organized and existing under the laws of the same State, party of the second part:

Witnesseth:

Whereas, the first party owns the railroad hereinafter described, extending southerly from a point near Herrin, in the State of Illinois, to Metropolis, in said State, and the second party owns a system of railroads, extending from Chicago, through the State of Illinois and other states, including in said system a railroad extending to a point of connection with the railroad of the Herrin & Southern Railroad Company near Herrin, the roads of the two parties thus forming a continuous and connected line of railroad; and,

Whereas, it appears to be to the mutual advantage of the parties hereto and the public that the railroad of the first party shall be operated in connection with, and as a part of, the second party's railroad system; and,

Whereas, the execution of this Indenture has been duly authorized by the Directors and Stockholders of both of said Companies:

Now, Therefore, This Indenture Witnesseth: That the first party, in consideration of the premises, the sum of five dollars ($5.00), the receipt whereof is hereby acknowledged, and of the covenants and agreements herein contained, to be kept and performed by the said second party, has demised and leased, and by these presents does demise and lease, unto the said second party, its successors and assigns, for the term hereinafter specified, all and singular its railroad, described as follows, to-wit: Beginning at a point near Herrin, on the railroad of the second party, and extending thence in a southerly direction about fifty-four (54) miles to the City of Metropolis in said state, together with all roadbeds, rights-of-way, depot and terminal grounds, or other lands, or interest therein; station houses, buildings and structures of whatsoever kind; leaseholds, rights under contract, ordinances and licenses; telegraph lines, ties, poles and other material and supplies; cars, locomotives, tools, and all other equipment, and all other property, real and personal, of whatsoever kind and wheresoever situated, now owned by the first party or hereafter to be acquired by it, whether appurtenant to the said railroad or not, together with the rents, revenues and income to be had, levied, or derived therefrom; also all rights, privileges, immunities and franchises, possessed by the first party, except its franchise to be a corporation.

To Have and To Hold the said railroad, property, franchises and privileges, for and during the term of twenty-five (25) years from the date of this Indenture.

The second party, in consideration of the premises, hereby covenants and agrees with the first party, either by itself or a competent third party, to take immediate possession of the demised railroad and the property above described, to place the same in good condition, and to equip, or cause to be equipped, the said railroad with all necessary rolling stock and equipment, and to maintain and operate, or cause to be maintained and operated, the said railroad in such a manner as to furnish reasonable

accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied or charged against the said railroad property, or any part thereof; and, upon the expiration of the term of this lease, to return the said railroad and property to the first party in as good condition and repair as they were at the commencement thereof.

The second party, in addition to the foregoing, and as rental for the use of the said railroad and property, agrees that, after paying the expenses of operating, renewing, replacing, and maintaining the same, including reasonable improvements, and additions thereto, taxes, rentals and all other proper and reasonable charges, it will apply its net income, if any, derived from its operation of said demised railroad, to the payment of interest on the bonds or indebtedness, for the cost of the construction of its road, for which the first party, or the property owned by it, is liable, or is obligated to pay.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

Herrin & Southern Railroad Company,
[SEAL] *By* E. P. BRACKEN, *President.*
Attest:
H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN, *President.*
Attest:
H. W. WEISS, *Ass't Secretary.*
Form approved:
E. M. SHELTON.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

On this 19th day of October, A. D. 1914, before me appeared E. P. Bracken, to me personally known, who, being by me duly sworn, did say that he is the President of the Herrin & Southern Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said E. P. Bracken acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.
My commission expires, March 3rd, 1918.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this 19th day of October A. D. 1914, before me appeared Hale Holden, to me personally known, who, being by me duly sworn, did say that he is the President of the Chicago, Burlington & Quincy Railroad Company and that the seal affixed to the foregoing instrument is the corporate seal of

said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Hale Holden acknowledged said instrument to be the free act and deed of said corporation.

[SEAL] J. H. PETTIBONE,

Notary Public in and for said County and State.

My commission expires, March 3rd, 1918.

DEED, October 29, 1914, Herrin & Southern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture, Made this 29th day of October, A. D. 1914, by and between the Herrin & Southern Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, *Witnesseth,* That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the State of Illinois, to-wit: Beginning at a point near Herrin, in Williamson County, extending thence southerly to Metropolis, in Massac County, a distance of about fifty-four (54) miles; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of

every kind and description, belonging to the said first party, except its franchise to be a corporation.

To have and to hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed, and intended to be conveyed and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

Herrin & Southern Railroad Company,
[SEAL] *By* E. P. BRACKEN, *President.*
Attest:
H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN, *President.*
Attest:
H. W. WEISS, *Ass't Secretary.*
Form approved,
E. M. SHELTON.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 29th day of October, A. D., 1914, before me, a Notary Public, in and for said County and State, personally appeared E. P. Bracken, President of the Herrin & Southern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such

President, who, being by me duly sworn, did say that he is President of the said Herrin & Southern Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said E. P. Bracken acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, this 29th day of October, A. D., 1914.

[SEAL] J. H. PETTIBONE,

Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 29th day of October, A. D., 1914, before me, a Notary Public, in and for said County and State, personally appeared Hale Holden, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company, that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said Hale Holden acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 29th day of October, A. D., 1914.

[SEAL] J. H. PETTIBONE,

Notary Public in and for said County and State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
JOHNSON	October 31, 1914	57	457
MASSAC	November 3, 1914	28	358
WILLIAMSON	November 14, 1914	114	499

FRANKLIN & WAVERLY RAILWAY COMPANY

This company was incorporated under the General Law of the State of Illinois by Articles dated January 18, 1906. By the second section of the said Articles, the company defined its road as follows, to wit:

"It is intended to construct the said railroad from Franklin, in Morgan County, in the State of Illinois, thence in a general southerly direction to Waverly, in said Morgan County, in said State."

The purpose of this company was to change the line of the Chicago, Burlington & Quincy Railroad between Franklin and Waverly, Illinois, and the company was organized in the interest of the Burlington Company and all of the construction paid for by that company.

It was organized at Chicago, October 1, 1906.

It built from a point south of Franklin, Illinois, to a point north of Waverly, Illinois, a distance of one and fifty-seven one hundredths miles. The Jacksonville and Saint Louis line originally constructed between Franklin and Waverly has been abandoned since the opening of the new line constructed by this company.

The line was completed and opened for business in January, 1907.

By deed dated March 23, 1917, this company conveyed all of its property to the Chicago, Burlington & Quincy Railroad Company.

ARTICLES OF INCORPORATION, January 18, 1906, Franklin & Waverly Railway Company.

* * * * * * * * *

We, the undersigned, Chester M. Dawes, Charles V. Carpenter, Joseph A. Connell, John M. Dering and Lars B. Larsen, desiring to form an incorporated company for the purpose of constructing and operating a railroad under the laws of Illinois, hereby adopt the following articles of incorporation:

First. The name of the proposed corporation shall be the Franklin & Waverly Railway Company.

Second. It is intended to construct the said railroad from Franklin, in Morgan County, in the State of Illinois, thence in a generally southeasterly direction to Waverly, in said Morgan County in said State.

Third. The principal business office of the company shall be established and maintained at the City of Chicago, in the County of Cook and State of Illinois.

Fourth. The time of the commencement of the corporation shall be January 18th, 1906, and it shall continue for fifty (50) years thereafter, with the right to renew same, as may be provided by law.

Fifth. The amount of the capital stock of the corporation shall be Fifty Thousand Dollars ($50,000).

Sixth. The names and places of residence of the several persons forming the association for incorporation are:

Chester M. Dawes,	Chicago, Illinois.
Charles V. Carpenter,	Downer's Grove, Illinois.
Joseph A. Connell,	La Grange, Illinois.
John M. Dering,	La Grange, Illinois.
Lars B. Larsen,	Chicago, Illinois.

Seventh. The names of the first Board of Directors are Chester M. Dawes, Charles V. Carpenter, Joseph A. Connell, John M. Dering and Lars B. Larsen.

Eighth. The capital stock of the corporation shall be divided into five hundred (500) shares of the par value of one hundred dollars ($100) each.

In witness whereof, we have hereunto severally subscribed our names, this 18th day of January, A. D. 1906.

CHESTER M. DAWES,	[SEAL]
CHARLES V. CARPENTER,	[SEAL]
JOSEPH A. CONNELL,	[SEAL]
LARS B. LARSEN,	[SEAL]
JOHN M. DERING.	[SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public in and for the county and state aforesaid, do hereby certify that on this 18th day of January 1906, personally appeared before me Chester M. Dawes, Charles V. Carpenter, Joseph A. Connell, John M. Dering and Lars B. Larsen, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they have executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

[SEAL] J. H. PETTIBONE,
Notary Public in and for said County and State.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF SECRETARY.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Franklin & Waverly Railway Company, were filed for record in the office of the Secretary of State of the State of Illinois on the 5th day of February, A. D. 1906 at 9 o'clock, A. M. and duly recorded in Book No. 24 of Railroad Records, at page 194.

In witness whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 5th day of February, A. D. 1906.

[SEAL]

JAMES A. ROSE,
Secretary of State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MORGAN	February 7, 1906	F.	42

DEED, March 23, 1917, Franklin & Waverly Railway Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

Indenture, Made this 23rd day of March, 1917, by and between the FRANKLIN & WAVERLY RAILWAY COMPANY, first party, and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, second party, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois.

Whereas, the first party, being thereunto duly authorized by law, is the owner of a certain railroad, hereinafter described, in the State of Illinois; and,

Whereas, the railroads of the parties hereto connect and form a continuous railroad and the second party is now in the possession of and operating the railroad of the first party in connection with and as an extension of its own railroad, and has offered to purchase the railroad, property and franchises of the first party upon the terms and conditions hereinafter stated, which has been consented to by the Directors of both of said Companies and approved by the Stockholders owning two-thirds of the capital stock of each of the said companies, and said purchase and sale have been approved and consented to by the State Public Utilities Commission of Illinois, by its Order entered on the 15th day of March, 1917, as required by law;

Now, Therefore, This Indenture Witnesseth: That, the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign and transfer to the said second party the following described railroad, property, franchises and privileges, to-wit;

A certain railroad beginning at M. P. 24.62 on the line of the Chicago, Burlington & Quincy Railroad, in the northwest quarter Section 5—T 13

N—R 8 W, Morgan County, Ill., thence running in a southerly direction 5841.8 feet through Section 5 and Section 4—T 13 N—R 8 W to a point in the last named Section; thence through Sections 4 and 9 on a one degree curve to the left 2363.3 feet; thence in an easterly direction 194.9 feet through Section 9, to connection with line of said Company on the north line of said Section 9—T 13 N—R 8 W together with all roadbeds, rights-of-way, bridges, depots and terminal grounds, station houses, buildings and structures, of whatsoever kind, lease-holds, rights under contract, ordinances and licenses, and all other property, real or personal, of whatsoever kind and wheresoever situated, and now owned by it or hereafter to be acquired, whether appurtenant to the railroad aforesaid, or otherwise; also, all rights, privileges, indemnities and franchises belonging to said first party, except its franchise to be a corporation;

To Have and to Hold the same for said second party, its successors and assigns forever.

In consideration of the foregoing the said second party covenants and agrees with the said first party that it will cancel and discharge all claims against the said first party for the cost of the construction of said railroad, and that it will maintain and operate the same, or cause same to be maintained and operated, in such a manner as to furnish reasonable accommodations to the public; that it will pay or cause to be paid all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be hereto attached and attested by their respective Secretaries, the day and year first above written.

[SEAL] Franklin & Waverly Railway Company,
Attest: *By* HALE HOLDEN, *President.*
H. W. WEISS, *Secretary.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Attest: *By* HALE HOLDEN, *President.*
T. S. HOWLAND, *Secretary.*

Form Approved:
E. M. SHELTON.
Description Approved:
W. L. BRECKINRIDGE.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public in and for said County and State, do hereby certify that Hale Holden, President of the Franklin & Waverly Railway Company, and H. W. Weiss, Secretary of said Franklin & Waverly Railway Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively the President and Secretary of said Company, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 23rd day of March, A. D. 1917.

J. H. PETTIBONE.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public in and for said County and State, do hereby certify that Hale Holden, President of the Chicago, Burlington & Quincy Railroad Company, and T. S. Howland, Secretary of said Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively the President and Secretary of said Company, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 23rd day of March, A. D. 1917.

[SEAL] J. H. PETTIBONE.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MORGAN	April 6, 1917	94	534

CENTRALIA & SANDOVAL RAILROAD COMPANY

This company was incorporated under the General Law of Illinois by Articles dated June 12, 1909. By the second section of its said Articles, the company defined its line as follows, to wit:

"It is intended to construct the said railroad from a point on the line of the Chicago, Burlington & Quincy Railroad Company, in Clinton County, Illinois, about one and one-half miles north of Centralia, Marion County, Illinois; thence in a generally northeasterly direction to Sandoval, in Marion County, Illinois."

It was organized October 14, 1909, at Chicago.

MAIN LINE: From a connection with the Chicago, Burlington & Quincy Railroad at a junction 1.75 miles north of Centralia, Illinois, thence northerly to Junction City, Illinois, a distance of two and five tenth miles.

It was completed and opened for traffic during 1909.

By deed dated March 23, 1917, this company conveyed all of its property to the Chicago, Burlington & Quincy Railroad Company.

ARTICLES OF INCORPORATION, June 12, 1909, Centralia & Sandoval Railroad Company.

* * * * * * * * *

We, the undersigned, Joseph A. Connell, John M. Dering, Henry W. Weiss, Herbert Haase and Edward D. Northam, desiring to form an incorporated company for the purpose of constructing and operating a railroad under the laws of the State of Illinois, hereby adopt the following articles of incorporation.

First: The name of the proposed corporation shall be the Centralia & Sandoval Railroad Company.

Second: It is intended to construct the said railroad from a point on the line of the Chicago, Burlington & Quincy Railroad Company, in Clinton County, Illinois, about one and one-half miles north of Centralia, Marion County, Illinois: thence in a generally northeasterly direction to Sandoval, in Marion County, Illinois.

Third: The principal business office of the Company shall be established and maintained in the City of Chicago, in the County of Cook and State of Illinois.

Fourth: The time of the commencement of the corporation shall be June 12th, 1909, and it shall continue for fifty (50) years thereafter, with the right to renew the same as provided by law.

Fifth: The amount of the capital stock of the corporation shall be twenty-five hundred dollars ($2,500.00).

Sixth: The names and places of residence of the several persons forming the association for incorporation are:

Joseph A. Connell,	LaGrange, Ill.
John M. Dering,	LaGrange, Ill.
Henry W. Weiss,	Hinsdale, Ill.
Herbert Haase,	Western Springs, Ill.
Edward D. Northam,	Aurora, Ill.

Seventh: The names of the first Board of Directors are Joseph A. Connell, John M. Dering, Henry W. Weiss, Herbert Haase and Edward D. Northam. And the government of the proposed corporation and the management of its affairs shall be vested in a President, Vice President, Secretary and Treasurer.

Eighth: The capital stock of the corporation shall be divided into twenty-five (25) shares of the par value of One Hundred Dollars ($100.00) each.

In witness whereof, we have hereunto severally subscribed our names this 12th day of June, A. D., 1909.

JOSEPH A. CONNELL,
JOHN M. DERING,
HENRY W. WEISS,
HERBERT HAASE,
EDWARD D. NORTHAM.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

I, Frederick K. Warne, a Notary Public in and for the County of Cook and State of Illinois aforesaid do hereby certify that on this 12th day of June 1909, personally appeared before me Joseph A. Connell, John M. Dering, Henry W. Weiss, Herbert Haase and Edward-Northam, to me personally known to be the same persons who executed the foregoing instrument and severally acknowledged that they executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notarial Seal the day and year first above written.

[SEAL] FREDERICK K. WARNE,
Notary Public in and for said County and State.

UNITED STATES OF AMERICA, }
STATE OF ILLINOIS. } SS.

OFFICE OF SECRETARY.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Centralia & Sandoval Railroad Company were filed for record in the office of the

Secretary of State of the State of Illinois on the 22d day of June A. D. 1909, at nine o'clock A. M. and duly recorded in Book No. 24 of Railroad Records, at page 421.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 22d day of June A. D. 1909.

[SEAL] JAMES A. ROSE,
Secretary of State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
CLINTON	June 26, 1909	ZZ	57
MARION	June 28, 1909	9	412

DEED, March 23, 1917, Centralia & Sandoval Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

Indenture, Made this 23rd day of March, 1917, by and between the Centralia & Sandoval Railroad Company, first party, and the Chicago, Burlington & Quincy Railroad Company, second party, both being corporations created, organized and existing under and by virtue of the laws of the State of Illinois.

Whereas, the first party, being thereunto duly authorized by law, is the owner of a certain railroad, hereinafter described, in the State of Illinois; and,

Whereas, the railroads of the parties hereto connect and form a continuous railroad and the second party is now in the possession of and operating the railroad of the first party in connection with and as an extension of its own railroad, and has offered to purchase the railroad, property and franchises of the first party upon the terms and conditions hereinafter stated, which has been consented to by the Directors of both of said Companies and approved by the Stockholders owning two-thirds of the capital stock of each of the said Companies, and said purchase and sale have been approved and consented to by the State Public Utilities Commission of Illinois, by its Order entered on the 15th day of March, 1917, as required by law:

Now, Therefore, This Indenture Witnesseth: that, the said first party, for the considerations hereinafter expressed, by these presents does grant, bargain, sell, convey, release, assign and transfer to the said second party the following described railroad, property, franchises and privileges, to-wit:

A certain railroad beginning at M. P. 118.78, on the line of the Chicago, Burlington & Quincy Railroad, in the northwest quarter of Section 1—T 1 N—R 1 W, Clinton County, Ill., about two and three-quarter miles north of Centralia, Marion County, Ill., thence in a northerly direction through turnout and nine degree curve to the right 962.9 feet to a point in the southwest quarter, Section 36, T 2 N—R 1 W; thence in a northeasterly direction through Section 36, 3058.6 feet; thence through a four degree curve to the left 384.2 feet; thence continuing in a northeasterly direction

3098.2 feet through Section 36—T 2 N—R 1 W, and Section 31 T 2 N—R 1 E, to point in last named Section, thence through six degree curve to the right 803.3 feet; thence continuing east through Section 31, 921.9 feet; thence through curve to the right 170.4 feet to a point on the center line of Eighth Street, Junction City, Marion County, Ill., thence in an easterly direction along center line of Eighth Street to connection with wye tracks of the Marion County Coal Co. together with all roadbeds, rights-of-way, bridges, depots and terminal grounds, station houses, buildings and structures, of whatsoever kind, leaseholds, rights under contract, ordinances and licenses, and all other property, real or personal, of whatsoever kind and wheresoever situated, and now owned by it or hereafter to be acquired, whether appurtenant to the railroad aforesaid, or otherwise; also, all rights, privileges, indemnities, and franchises belonging to said first party, except its franchises to be a corporation;

To Have and to Hold the same for said second party, its successors and assigns forever.

In consideration of the foregoing the said second party covenants and agrees with the said first party that it will cancel and discharge all claims against the said first party for the cost of the construction of said railroad, and that it wil maintain and operate the same, or cause same to be maintained and operated, in such a manner as to furnish reasonable accommodations to the public; that it will pay or cause to be paid all taxes and assessments that may be lawfully levied upon the said railroad and property, or any part thereof.

And, to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In witness whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to hereto attached and attested by their respective Secretaries, the day and year first above written.

[SEAL] Centralia & Sandoval Railroad Company,
Attest: *By* JOSEPH A. CONNELL, *President.*
H. W. WEISS, *Secretary.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Attest: *By* HALE HOLDEN, *President.*
T. S. HOWLAND, *Secretary.*

Form Approved:
E. M. SHELTON.

Description Approved:
W. L. BRECKINRIDGE.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public in and for said County and State, do hereby certify that Joseph A. Connell, President of Centralia & Sandoval Railroad Company, and H. W. Weiss, Secretary of said Centralia & Sandoval Railroad Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively the President and Secretary of said Company, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 23rd day of March, A. D. 1917.

[SEAL] J. H. PETTIBONE.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, J. H. Pettibone, a Notary Public in and for said County and State, do hereby certify that Hale Holden, President of the Chicago, Burlington & Quincy Railroad Company, and T. S. Howland, Secretary of said Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively the President and Secretary of said Company, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 23rd day of March, A. D. 1917.

[SEAL] J. H. PETTIBONE.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
MARION	April 6, 1917	93	254
CLINTON	April 18, 1917	43	562

CHICAGO, BURLINGTON AND NORTHERN RAILROAD COMPANY

Chicago, Burlington and Northern Railroad Company (Illinois).
Chicago & North Wisconsin Railway Company.
Chicago, Burlington & Northern Railroad Company (Consolidated).
Winona, Alma and Northern Railway Company.
Chicago, Burlington and Northern Railroad Company (Wisconsin).
Chicago, Burlington & Northern Railroad Company (Minnesota).

This road extends from Fulton to Savanna, Illinois, and from Oregon, Illinois, westerly to Savanna, and thence along the Mississippi River and across the State of Wisconsin to St. Paul, Minnesota. It was completed and opened for traffic in August, 1886. While the road was financed and constructed and for several years was operated by a separate and independent corporation named Chicago, Burlington and Northern Railroad Company, that company was, from its beginning, affiliated with the Chicago, Burlington & Quincy Railroad Company, and the road was, in effect, an extension of that company's line from Aurora and Oregon to St. Paul.

As early as 1870, the C. B. & Q. became directly concerned in promoting the construction of the railroad then being built westerly, by the Hinckley interest, from Aurora, known as the "Chicago and Iowa." Prior to 1883, it had secured virtual ownership and control of that road from Aurora to Oregon, and in that year promoted the organization in Illinois and Wisconsin and Minnesota of the companies which later constituted the Chicago, Burlington & Northern.

(THE ILLINOIS COMPANY)

The Chicago & North Wisconsin Railway Company was organized under the general law of Illinois for the incorporation of railway companies, the Articles bearing date November 14, 1883. The company was organized at Savanna, Illinois, November 16, 1883, and was authorized to build a railroad from Chicago via Aurora to the state line between the states of Illi-

nois and Wisconsin. This company acquired rights of way which of date July 1, 1887, it conveyed by deed in fee simple to the Chicago, Burlington and Northern Railroad Company of Illinois.

Of date August 22, 1885, Articles of Incorporation under the general law of Illinois were adopted by the Chicago, Burlington and Northern Railroad Company, covering the same line as the North Wisconsin Company whose rights of way it purchased in 1887.

Of date December 1, 1885, the company executed a mortgage of its road to William J. Ladd and Thomas S. Howland, Trustees, to secure an issue of three million dollars in forty year bonds.

Of date November 15, 1885, this company made a contract with the Consolidated Company of Wisconsin and Minnesota of the same name, by which said consolidated company agreed to provide the means for building the road in Illinois in consideration of three millions of stock and three millions of bonds to be issued under said Mortgage of December 1, 1885.

Of date November 16, 1885, these two companies made what was called a "Connecting Contract" by the terms of which the Wisconsin Company agreed to furnish equipment and to maintain and operate the Illinois road and pay to the Illinois Company thirty per cent of the gross earnings thereon which it guaranteed would be sufficient to meet the interest on said three million dollars of bonds.

The actual construction work on the Illinois road was done under a contract with S. H. Mallory & Company, dated December 2, 1885. Mallory was acting for the Wisconsin Company.

Of date June 1, 1888, the Illinois Company found it necessary to borrow $1,070,000 additional in order to finish its road, which it secured by a second mortgage to Francis Beaumont and Frederic Stone, Trustees.

Of date February 25, 1889, this company made a contract with the Dunleith and Dubuque Bridge Company for the use of its bridge across the Mississippi River at Dubuque in order to secure an entrance to that City, at a rental of $18,000 per annum, and a wheelage proportion of the cost of maintaining and operating the bridge.

Of the same date (February 25, 1889) this company made a contract with the Illinois Central Railroad Company for the use of the tracks of said company, from Portage Curve to East Dubuque, (12.39 miles). Both of these contracts are subject to termination on three years' notice and both were assigned by this company to the Wisconsin corporation.

Of date **March 1,** 1899, the Illinois Company gave a twenty-five year lease of its road to the Chicago, Burlington & Quincy Railroad Company.

Of date March 16, 1899, this company made a Deed in fee simple of its road and all its property.

(THE WISCONSIN COMPANY)

Winona, Alma and Northern Railway Company was formed under the general incorporation laws of Wisconsin, the Articles being dated August 20, 1883, to build a railroad from a point on the East bank of the Mississippi River in Buffalo County, State of Wisconsin nearly opposite the city of Winona in the State of Minnesota, to the city of Menomonie in the county of Dunn, State of Wisconsin, with a lateral branch from some point on such main line westward to and into the state of Minnesota.

The "lateral branch" was the only road that was intended to be built. A Patent was issued by the state of Wisconsin, dated August 21, 1883. The company was organized at Alma, Wisconsin, August 20, 1883.

In October, 1883, it was voted to extend the road as follows: "That the Winona, Alma and Northern Railway Co. extend its road from the original initial point in the State of Wisconsin opposite the City of Winona, Minnesota to a point on the south line of said state of Wisconsin at or near and into the city of Dunleith in the State of Illinois with a branch from any point of said line southeasterly and into the State of Illinois. The length of which extension will be one hundred and seventy five miles."

The Chicago, Burlington and Northern Railroad Company was formed under the laws of Wisconsin, the Articles being dated August 26, 1885, and a Patent was issued by the State of Wisconsin, dated August 28, 1885.

Of date October 12, 1885, the Winona, Alma and Northern, in consideration of $755,000, conveyed its railroad and all of its

property to this newly created C. B. & N. Co. by deed in fee simple.

(THE MINNESOTA COMPANY)

In the State of Minnesota a corporation of the same name was organized under the general law of that state, the Articles being dated August 27, 1885, the route for its railroad being described as follows:

"Commencing at a point in Washington County, Minnesota, on the state line between the States of Wisconsin and Minnesota, near the town of Prescott in Pierce County, Wisconsin, (where it will connect with a railroad organized and in process of construction in and through the State of Wisconsin), thence in a northwesterly direction to and into the city of Minneapolis, Minnesota, via and through the city of St. Paul, Minnesota."

Of date October 21, 1885, these two corporations of the same name (Chicago, Burlington & Northern Railroad Company) created, as aforesaid under the laws of Wisconsin and Minnesota respectively were consolidated into one corporation of the same name by Articles of Consolidation.

Of date November 25, 1885, this company made an important connecting contract with the Chicago, Burlington & Quincy Railroad Company and The Chicago and Iowa Railroad Company.

Of date December 1, 1885, the consolidated C. B. & N. Company executed a mortgage of all its property to Parkman, Forbes and Sargent to secure an issue of nine million dollars of forty year bonds.

In June, 1886, the Company voted to construct a branch of its road across the Mississippi River to and into the City of Winona, Minnesota. Of date August 8, 1890 the company took a Lease of the bridge from the Winona Bridge Railway Company.

Of date June 1, 1888, the Company executed a second mortgage upon all its property to the American Loan & Trust Company to secure an issue of $3,625,000 of forty year bonds.

Of date March 1, 1899, this company made a twenty-five year Lease of its road to the Chicago, Burlington & Quincy Railroad Company.

Of date June 1, 1899, it conveyed its road and all its property to the Chicago, Burlington & Quincy Railroad Company by deed in fee simple.

CHICAGO, BURLINGTON AND NORTHERN RAILROAD COMPANY (ILLINOIS)

ARTICLES OF INCORPORATION, November 14, 1883, Chicago and North Wisconsin Railway Company.

* * * * * * * * *

The undersigned subscribers to the capital stock of the body corporate hereinafter named, do hereby associate ourselves together for the purpose of constructing, purchasing, operating, leasing and using a railroad in the State of Illinois, and do adopt the following Articles of Incorporation, as follows:

ARTICLE FIRST.

The name of the corporation shall be the Chicago and North Wisconsin Railway Company.

ARTICLE SECOND.

It is intended to construct a line of railroad from Chicago, in the County of Cook, through the Counties of Cook, Du Page, Kane, De Kalb, Ogle, Carrol, Stephenson or Jo Daviess, to the most eligible point on the Wisconsin state line in said Jo Daviess or Stephenson Counties, there to meet and connect with another Railroad built or to be built in said State of Wisconsin. But should it be found that any line of Rail Road or part of Rail Road already constructed through one or more of the above mentioned Counties, can be leased, used or operated, by said Company, or running arrangements made with the corporations owning or operating the same, then it is proposed to construct only so much of the line between Chicago and the state line of Wisconsin aforesaid as is necessary to form a continuous line of Railroad between those points.

ARTICLE THIRD.

The principal business office of said proposed corporation shall be at Chicago in the County of Cook aforesaid.

ARTICLE FOURTH.

Said proposed corporation shall commence on the fifteenth day of November A. D. 1883 and continue fifty years and for such other period as may be provided by law.

ARTICLE FIFTH.

The amount of capital stock of said proposed corporation shall be four million dollars ($4,000,000.)

ARTICLE SIX.

The names and places of residence of the several persons forming this association for incorporation, are: A. D. Barnum, Minneapolis, Minnesota. W. H. Devore, Port Byron, Illinois. J. W. Traer, Cedar Rapids, Iowa, D. L. Bowen, Savanna, Illinois, D. S. Berry, Savanna, Illinois.

ARTICLE SEVEN.

A. D. Barnum, W. H. Devore, J. W. Traer, D. L. Bowen and D. S. Berry, subscribers to the capital stock of said corporation shall comprise the first Board of Directors of said Company, and are authorized and empowered to manage the affairs of said Company as fully and to the same extent as directors chosen by the stockholders at their annual meeting. The management of the affairs of said Company shall be vested in its Board of Directors which shall elect a President, Vice President, Secretary and Treasurer and appoint such other officers as it shall deem necessary.

ARTICLE EIGHTH.

The number of shares of capital stock shall be forty thousand of one hundred dollars ($100.00) each.

ARTICLE NINTH.

When twenty shares of said capital shall be subscribed, the said body corporate may proceed to do and transact all business appertaining thereto, including the making of contracts and incurring liabilities.

In Witness Whereof, we have hereunto set our hands and seals this 14 day of November A. D. 1883.

A. D. BARNUM [SEAL]
W. H. DEVORE [SEAL]
J. W. TRAER [SEAL]
D. L. BOWEN [SEAL]
D. S. BERRY [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF CARROLL. }

I, Simon Greenleaf, a Notary Public in and for said County in the State aforesaid, do hereby certify that A. D. Barnum, J. W. Traer, D. L. Bowen, W. H. Devore and D. S. Berry, who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of November A. D. 1883.

[SEAL]

SIMON GREENLEAF,
Notary Public.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Chicago and North Wisconsin Railway Company were filed for record in the office of the Secretary of State, of the State of Illinois on the 15th day of November A. D. 1883, at 9 o'clock A. M. and duly recorded in Book No. 6 of Railroad Records at Page 62.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 15th day of Nov. A. D. 1883.

[SEAL] HENRY D. DEMENT,
Secretary of State.

RECORDED IN ILLINOIS

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DEED, July 1, 1887, Chicago and North Wisconsin Railway Company to Chicago, Burlington and Northern Railroad Company.

* * * * * * * * *

This Indenture, made this first day of July, 1887, between the Chicago & North Wisconsin Railway Company, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Northern Railroad Company, a corporation existing under and by virtue of the laws of the State of Illinois, party of the second part,

Witnesseth: That the party of the first part for and in consideration of the sum of One Dollar ($1) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all its franchises and property of every nature and description wherever situated including the following described tracts, pieces or parcels of land, situated in the State of Illinois, and known and described as follows, to-wit:

First. All those portions of a strip of land one hundred (100) feet wide, traversed centrally by the center line of the Chicago and North Wisconsin Railway Company as originally located and staked out, and extending over and across Sections Thirty-three (33), Twenty-eight (28), Twenty-nine (29), Twenty (20), nineteen (19), and eighteen (18) in Township Twenty-six (26) North of Range Two (2) East of the Fourth principal meridian which are included in the following described lands, to-wit:

The North-west quarter of the South-east quarter of Section Thirty-three (N.W. ¼ of S.E. ¼ Sec. 33) being land conveyed by Jacob Vogt and wife to said party of the first part by deed recorded May 14th, 1884; A portion

of the South-west quarter of the North-east quarter of Section Thirty-three (33) (S.W. ¼ of N.E. ¼ Sec. 33) being land conveyed by Hugh R. Bain and wife to said party of the first part by deed dated May 9th, 1884. The South-west quarter of the South-west quarter of Section Twenty-eight (S.W. ¼ of S.W. ¼ Sec. 28) and the East half of Section Twenty-nine (E. ½ Sec. 29) and that portion of the North-east quarter of the North-west quarter of Section Twenty-nine (N.E. ¼ of N.W. ¼ Sec. 29) lying South of the highway being land conveyed by Orson A. Hunt and wife to said party of the first part by deed recorded May 14th, 1884.

That portion of the North-east quarter of the North-west quarter of Section Twenty-nine (N.E. ¼ of N.W. ¼ Sec. 29) laying North of the highway; the South half of the South half of the South-west quarter of Section Twenty (S. ½ of S. ½ of S.W. ¼ Sec. 20) and the North-west quarter of the South-west quarter of Section Twenty (N.W. ¼ of S. W. ¼ Sec. 20) being land conveyed by William H. Chapman to said party of the first part by deed recorded April 24th, 1884.

The South half of the South-east quarter of the North-east quarter of Section Nineteen (S. ½ of S.E. ¼ of N.E. ¼ Sec. 19); The North-east quarter of the South-east quarter of Section Nineteen (N.E. ¼ of S.E. ¼ Sec. 19) and the North half of the Southwest quarter of the South-west quarter of Section twenty (N. ½ of S.W. ¼ of S.W. ¼ Sec. 20) being land conveyed by Samuel C. Jameson and others to party of the first part by deed recorded April 24th, 1884.

The South-east quarter of the North-east quarter of Section Nineteen (S.E. ¼ of N.E. ¼ Sec. 19) being land conveyed by Thomas Jobe and wife to said party of the first part by deed recorded April 24th, 1884.

The North-west quarter of the South-west quarter of Section Eighteen (N.W. ¼ of S.W. ¼ Sec. 18) being land conveyed by Charles N. Hammond and wife to said party of the first part by deed recorded May 12th, 1884.

The South-west quarter of the North-west quarter of Section Eighteen (S.W. ¼ of N.W. ¼ Sec. 18) being land conveyed by James Hanna and wife to said party of the first part by deed recorded May 12th, 1884.

Second. All those portions of a strip of land one hundred (100) feet wide, traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across Township Twenty-six (26) North of Range One (1) East of the Fourth Principal Meridian which are included in the following described lands, to-wit:—

The East half of the North-east quarter of Section Thirteen (E. ½ of N.E. ¼ Sec. 13) being land conveyed by James Hanna and wife to said party of the first part by deed recorded May 12th, 1884.

The North-west quarter of the North-east quarter of Section Thirteen (N.W. ¼ of N.E. ¼ Sec. 13) being land conveyed by Daniel McAllister and wife to said party of the first part by deed recorded May 28th, 1884.

The South-west quarter of the South-east quarter of Section Twelve (S.W. ¼ of S.E. ¼ Sec. 12) being land conveyed by Julius A. Hammond and wife to said party of the first part by deed recorded May 14th, 1884.

The South half of the South-west quarter of Section Twelve (S. ½

of S.W. ¼ Sec. 12) being land conveyed by Sereno D. Edgerton and wife to said party of the first part by deed recorded May 12th, 1884.

The North half of the South-west quarter of Section Twelve (N. ½ of S.W. ¼ Sec. 12) being land conveyed by Julius A. Hammond and wife to said party of the first part by deed recorded May 14th, 1884.

The North-east quarter of the South-east quarter and the South half of the North-east quarter of Section Eleven (N.E. ¼ of S.E. ¼ and S. ½ of N.E. ¼ Sec. 11) being land conveyed by Thomas E. Edgerton and wife to said party of the first part by deed recorded May 20th, 1884.

The East half of the North-east quarter of Section Ten (E. ½ of N.E. ¼ Sec. 10) being land conveyed by John Lattimer and wife to said party of the first part by deed recorded May 20th, 1884.

The North-west quarter of the North-east quarter of Section Ten (N.W. ¼ of N.E. ¼ Sec. 10) being land conveyed by Gustav Franke and wife to said party of the first part by deed recorded May 14th, 1884.

A part of the North-east quarter of the South-west quarter, the North-west quarter of the South-west quarter and the South-west quarter of the North-west quarter of Section Three (N.E. ¼ of S.W. ¼—N.W. ¼ of S.W. ¼ and S.W. ¼ of N.W. ¼ Sec. 3) also the South-east quarter of the North-east quarter of Section four (S.E. ¼ of N.E. ¼ Sec. 4) being land conveyed by John Beatty and wife to said party of the first part by deed recorded Aug. 15th, 1884.

The South-east quarter of the North-west quarter of Section Three (S.E. ¼ of N.W. ¼ Sec. 3) being land conveyed by George Fablinger and wife to said party of the first part by deed recorded August 15th, 1884.

Third. All those portions of a strip of land one hundred and seventy-five feet wide, the easterly boundary of which is parallel to the center line of the Chicago and North Wisconsin Railway as orginally located and staked out and one hundred (100) feet distant easterly therefrom and extending over and across Sections Twenty-eight (28) and Twenty-one (21) Township Twenty-seven (27) North Range One (1) East of the Fourth Principal Meridian which are included in the following described lands, to-wit:

The South-east quarter of the South-west quarter of Section Twenty-eight (S.E. ¼ of S.W. ¼ Sec. 28), being land conveyed by George Geiger and wife to the said party of the first part by deed recorded May 29th, 1884.

The North-east quarter of the South-west quarter and the North-west quarter of the South-east quarter of Section Twenty-eight (N.E. ¼ of S.W. ¼ and N.W. ¼ of S. E. ¼ Sec. 28), being land conveyed by Stephen Younker and others to said party of the first part by deed recorded May 24th, 1884.

An undivided one-third interest in the following described tract in Section Twenty-eight (28); beginning three (3) chains East of the center of said Section Twenty-eight (28), thence South twenty-five and one half degrees West (S. 25½° W.) one and two tenths (1.2) chains; thence West to West line of said Section; thence North to quarter corner; thence East to the point of beginning; also the West half of the North-east quarter of Section Twenty-eight (W. ½ of N.E. ¼ Sec. 28), being the land

an undivided one-third interest in which was conveyed by Caroline Lenfers to said party of the first part by deed recorded March 26th, 1884.

The North-west quarter of the South-east quarter and the South half of the South-west quarter of the North-east quarter of Section Twenty-one (N.W. ¼ of S.E. ¼ and S. ½ of S.W. ¼ of N.E. ¼ Sec. 21), being land conveyed by Rosanna Wise to said party of the first part by deed recorded March 26th, 1884.

The North half of the South-west quarter of the North-east quarter of Section Twenty-one (N. ½ of S.W. ¼ of N.E. ¼ Sec. 21), being land conveyed by Seth Partridge and wife to said party of the first part by deed recorded March 18th, 1884.

The North-west quarter of the North-east quarter of Section Twenty-one (N.W. ¼ of N.E. ¼ Sec. 21), being land conveyed by Thomas B. Hughlett and others to said party of the first part by deed recorded March 29th, 1884.

Fourth. All those portions of a strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across Sections Sixteen (16) Nine (9) Eight (8) and Five (5) in Township Twenty-seven (27) North of Range One (1) East of the Fourth Principal Meridian, which are included in the following described lands to-wit:—

The South-west quarter of the South-east quarter of Section Sixteen (16) (S.W. ¼ of S.E. ¼ Sec. 16), being land conveyed by Herman Dankbar and wife to the said party of the first part by deed recorded March 31st, 1884.

The North-east quarter of the South-east quarter of Section Sixteen (N.E. ¼ of S.E. ¼ Sec. 16), being land conveyed by Herman Dankbar and wife to the said party of the first part by deed recorded March 31st, 1884.

The South half of the North-east quarter of Section Sixteen (S. ½ of N.E. ¼ Sec. 16), being land conveyed by Robert Entwistle and wife to said party of the first part by deed recorded March 11th, 1884.

A part of the North-west quarter of the North-east quarter of Section Sixteen (N.W. ¼ of N.E. ¼ Sec. 16), the South-west quarter of the South-east quarter of Section Nine (S.W. ¼ of S.E. ¼ Sec. 9), the South-east quarter of the South-west quarter of Section Nine (S.E. ¼ of S.W. ¼ Sec. 9) and the North-east quarter of the South half of Fractional Section Eight (N.E. ¼ of S. ½ Frac'l Sec. 8), being land conveyed by Frank Bautsch and wife to said party of the first part by deed recorded March 19th, 1884.

The South-west quarter of the South-west Quarter and the North half of the South-west quarter of Section Nine (S.W. ¼ of S.W. ¼ and N. ½ of S.W. ¼ Sec. 9), being land conveyed by Andrew Scharpf and wife to said party of the first part by deed recorded March 19th, 1884.

The South-east quarter of the North half of Fractional Section Eight (S.E. ¼ of N. ½ Frac'l Sec. 8), being land conveyed by Bernard Daters and wife to said party of the first part by deed recorded March 19th, 1884.

The North half of the East half of the North half, and the West half

of the North half of Fractional Section Eight (N. ½ of E. ½ of N. ½ and W. ½ of N. ½ Frac'l Sec. 8), being land conveyed by Henry Woolweber and wife to said party of the first part by deed recorded February 7th, 1884.

The South-west quarter of the South-west quarter of Section Five (S.W. ¼ of S.W. ¼ Sec. 5), being land conveyed by John Spratt and wife to said party of the first part by deed recorded March 4th, 1884.

Fifth. A strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across the following described lands in Township Twenty-seven (27) North Range One (1) West of the Fourth Principal Meridian, to-wit:—

The North-east quarter of Section Twelve (N.E. ¼ Sec. 12) East of the Galena River being land conveyed by Henry Woolweber and wife to said party of the first part by deed recorded February 7th, 1884.

The South-east quarter of the South-east quarter of Section One (S.E. ¼ of S.E. ¼ Sec. 1), being land conveyed by George W. Spratt and wife to said party of the first part by deed recorded February 16th, 1884.

Sixth. Also the following described lands situated in Carroll County in said State of Illinois, to-wit:—

The whole of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Thirty (30) of the town (now city) of Savanna.

The whole of Lots Nine (9), Ten (10), Eleven (11), Thirteen (13), Fourteen (14), Fifteen (15), and whole of Lot Sixteen (16) except the easterly Thirty (30) feet thereof,—in Block Thirty-one (31) of the Town (now city) of Savanna.

The whole of Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Thirty-two (32) of the Town (now city) of Savanna.

The Westerly Sixty (60) feet of Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) in Block Thirty-three (33) of the Town (now city) of Savanna.

The whole of Lots Seven (7), Eight (8), and Thirteen (13) in Block Thirty-five (35) of the Town (now city) of Savanna.

The whole of Lots Six (6), Seven (7), and Eight (8) in Block Fifty (50) of Bellow's Addition to the Town (now city) of Savanna.

Also a strip of land Twenty (20) feet in width on each side of and adjoining the center line of the Railroad of the Chicago and North Wisconsin Railway Company as the same is located over and across Lot Five (5) in said Block Fifty (50) of Bellow's Addition to the Town (now city) of Savanna, and being the same land acquired by said party of the first part from Calvin Hubbel and wife by deed recorded March 12th, 1884.

The whole of Lots One (1), Two (2), and Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-

one (31), Thirty-two (32), in Block Fifty-one (51) of Bellow's Addition to the Town (now city) of Savanna.

All of that portion of Lot One (1) of the North-east fractional quarter of Section Four (4) in Township Twenty-four (24) North of Range Three East (Lot 1 of Sec. 4,-T. 24 N.,-R. 3 E.) of the Fourth Principal Meridian, lying Westerly of the Galena and Savanna highway and Northerly of Block Fifty-one (51) of Bellow's Addition to the Town (now city) of Savanna.

Also the whole of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block One (1) of Hale's Addition to the Town (now city) of Savanna.

The whole of Lots Three (3) Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Nine (9) of Hale's Addition to the Town (now city) of Savanna.

The whole of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block Seventeen (17) of Hale's Addition to the Town (now city) of Savanna.

Seventh. All those portions of a strip of land one hundred (100) feet wide, traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out extending over and across Sections Thirty-three (33), Twenty-eight (28), Twenty-nine (29), Twenty (20), Nineteen (19), and Eighteen (18) in Township Twenty-six (26), North of Range Two (2) East of the Fourth Principal Meridian, which are included in the following described lands, to-wit:—

A portion of the South-west quarter of the North-east quarter of Section Thirty-three (Part of S.W. ¼ of N.E. ¼ Sec. 33) and the North-west quarter of Section Thirty-three (N.W. ¼ Sec. 33), being land acquired of Thomas B. Bockins and others by said party of the first part by order of Court, dated July 29th, 1884.

The West half of the North-east quarter of Section Nineteen (W. ½ of N.E. ¼ Sec. 19) and the North-east quarter of the North west quarter of Section Nineteen (N.E. ¼ of N.W. ¼ Sec. 19), being land acquired of John Eadie and others by said party of the first part by order of the Court, dated July 29th, 1884.

The South-west quarter of the South-east quarter and the East half of the South-west quarter of Section Eighteen (S.W. ¼ of S.E. ¼ and E. ½ of S.W. ¼ Sec. 18), being land acquired of Emily F. Miller and others by said party of the first part by order of Court, dated July 29th, 1884.

Eighth. All those portions of a strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across Township Twenty-six (26) North of Range One (1) East of the Fourth Principal Meridian which are included in the following described lands, to-wit:—

The North-west quarter of Section Eleven (11) (N.W. ¼ Sec. 11), being

land acquired of James L. Edgerton and others by said party of the first part by Order of Court, dated July 19th, 1884.

The South-east quarter and a part of the East half of the South-west quarter of Section Three (S.E. ¼ and pt. E. ½ of S.W. ¼ Sec. 3), being land acquired of Margaret A. Young and others by said party of the first part by order of Court, dated July 29, 1884.

The North half of the North-east quarter of Section Four (N. ½ of N.E. ¼ Sec. 4), being land acquired of Nicholas Peschang and others by said party of the first part by order of the Court, dated April 15th, 1884.

Ninth. A strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across the following described lands in Township Twenty-seven (27) North of Range One (1) East of the Fourth Principal Meridian, to-wit:—

The South-west quarter of the South-east quarter and the west half of Section Thirty-three (S.W. ¼ of S.E. ¼ and W. ½ Sec. 33), being land acquired by said party of the first part of Nicholas Peschang and others by order of Court, dated April 15th, 1884.

Tenth. All those portions of a strip of land one hundred and seventy-five (175) feet wide the Easterly boundary line of which is parallel to the center line of the Chicago and North Wisconsin Railway as originally located and staked out, and one hundred (100) feet distant Easterly therefrom, and extending over and across Sections Twenty-eight (28) and Twenty-one (21) in Township Twenty-seven (27) North of Range One (1) East of the Fourth Principal Meridian, which are included in the following described lands, to-wit:—

An undivided two-third's interest in that tract in Section Twenty-eight (28) beginning three (3) chains East of the center of said Section Twenty-eight (28); thence South Twenty-five and one half degrees West (S. 25½ W.) one and two tenths (1.2) chains; thence West to West line of said section; thence North to quarter corner; thence East to point of beginning; also, the West half of the North-east quarter of Section Twenty-eight (W. ½ of N.E. ¼ Sec. 28); said undivided two-thirds interest having been acquired by said party of the first part of Anna C. Henke and Guardian by order of Court, dated May 2nd, 1884.

The South-west quarter of the South-east quarter of Section Twenty-one (S.W. ¼ of S.E. ¼ Sec. 21), being the same land acquired by said party of the first part by quit claim deed recorded March 29th, 1884, from Daniel S. Harris and wife and an order of Court against Edward L. Taylor, dated May 12th, 1884.

Eleventh. All those portions of a certain strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across Section Sixteen (16) Township Twenty-seven (27) North of Range One (1) East of the Fourth Principal Meridian, which are included in the following described lands, to-wit:—

The South-east quarter of the South-east quarter of Section Sixteen (S.E. ¼ of S.E. ¼ Sec. 16), being land acquired by said party of the

first part of William Kamphouse and others by order of Court, dated April 15th, 1884.

The North-west quarter of the North-east quarter of Section Sixteen (N.W. ¼ of N.E. ¼ Sec. 16), being land acquired by said party of the first part of Christian Schubert and others by order of Court, dated April 7th, 1884.

Twelfth. A strip of land one hundred (100) feet wide traversed centrally by the center line of the Chicago and North Wisconsin Railway as originally located and staked out and extending over and across the South-east quarter of the North-west quarter of Section One (1) Township Twenty-seven (27) North Range One West (S.E. ¼ of N.W. ¼ Sec. 1, T. 27, N. R. 1 W.) of the Fourth Principal Meridian, being the land acquired by said party of the first part of John B. Frentress by order of Court, dated April 7th, 1884.

To Have and to Hold the same together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, forever, and the said party of the first part does covenant with the said party of the second part, its successors and assigns, as follows:—

1. That it is lawfully seized of said premises.
2. That it has a good right to convey the same.
3. That the same is free from all encumbrances.
4. That the said party of the second part shall quietly enjoy and possess the same.
5. That the said party of the first part will warrant and defend the title to the same against all lawful claims.

In Witness Whereof the party of the first part has caused its corporate name to be signed hereto by its President, and its corporate seal to be affixed and attested by its secretary, both said officers being thereunto duly authorized, on the day and year first above written.

[SEAL] The Chicago & North Wisconsin Railway Co.,
Attest: *By* CHESTER M. DAWES, *President.*
H. W. WEISS, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Lester O. Goddard, a Notary Public within and for said State and County, do hereby certify that Chester M. Dawes, President of the Chicago & North Wisconsin Railway Company, and H. W. Weiss, Secretary of the said Company, to me personally known to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they and each of them have signed said instrument, attached the Corporate Seal of said Company thereunto, and delivered the same, as the free and voluntary act of the Chicago & North Wisconsin Railway Company for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 13th day of September, 1887.

[SEAL] LESTER O. GODDARD,
Notary Public.

RECORDED IN ILLINOIS

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JO DAVIESS	October 10, 1887	62	56

ARTICLES OF INCORPORATION, August 22, 1885, Chicago, Burlington and Northern Railroad Company [Illinois].

* * * * * * * * *

We, the undersigned, do hereby associate ourselves together for the purpose of constructing, purchasing, operating, leasing and using a railroad in the State of Illinois, and do adopt the following articles of incorporation, viz.:—

ARTICLE I.

The name of the corporation shall be the "Chicago, Burlington and Northern Railroad Company."

ARTICLE II.

It is intended to construct a line of railroad from Chicago in the County of Cook, through the Counties of Cook, DuPage, Kane, DeKalb, Ogle and Carroll, to some point on the Mississippi River at or near Savannah in Carroll County: and from some point within the City of Fulton in Whiteside County, northwardly to a connection with the road above mentioned at or near Savannah; thence northwardly to the boundary line of the State of Wisconsin in Jo Daviess County, there to meet and connect with another railroad built or to be built in said State of Wisconsin: but should it be found that any line of railroad already constructed in or through one or more of the above named counties, can be leased, used or operated by this company, or running arrangements made with the corporations owning or operating the same, then it is proposed to construct only so much of the line above described as is necessary to form continuous lines of railroad between said point in Fulton and the north boundary of Illinois, and between Chicago and Savannah aforesaid.

ARTICLE III.

The principal business office of said proposed corporation shall be at Chicago, in the county aforesaid.

ARTICLE IV.

Said proposed corporation shall commence on the 24th day of August, A. D. 1885, and continue fifty years and for such longer period as may be provided by law.

ARTICLE V.

The amount of capital stock of said corporation shall be three millions of dollars.

ARTICLE VI.

The names and places of residence of the several persons forming the association for incorporation, are

L. O. Goddard, Frank S. Bagg, Charles L. Allen and H. W. Weiss, all of Chicago, Illinois, and B. R. Watson, Boston, Massachusetts.

ARTICLE VII.

L. O. Goddard, Frank S. Bagg, Charles L. Allen, H. W. Weiss and B. R. Watson, subscribers to the capital stock of said corporation, shall comprise the first board of directors.

The management of the affairs of said corporation shall be vested in its board of directors, which shall elect a president, secretary and treasurer and appoint such other officers as it shall deem necessary.

ARTICLE VIII.

The number of shares of capital stock shall be thirty thousand shares, of one hundred dollars each.

In witness whereof, we have hereunto set our hands and seals this 22nd day of August, A. D. 1885.

L. O. GODDARD.
H. W. WEISS.
FRANK S. BAGG.
CHAS. L. ALLEN.
B. R. WATSON.

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing Articles of Incorporation of the Chicago Burlington & Northern Railroad Company were filed for record in the office of the Secretary of State of the State of Illinois on the 25th day of August A. D. 1885, at 9 o'clock A.M. and duly recorded in Book No. 6 of Railroad Records at Page 190.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 25th day of August A. D. 1885.

[SEAL] HENRY D. DEMENT, *Secretary of State.*

RECORDED IN ILLINOIS

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CARROLL	August 26, 1885	1	293
DEKALB	August 26, 1885	C.	83

TRUST MORTGAGE, November 20, 1885, Chicago, Burlington and Northern Railroad Company [Illinois] to William J. Ladd and T. S. Howland, Trustees.

* * * * * * * * *

This Indenture of Mortgage made this Twentieth (20th) day of November A. D. 1885, by and between The Chicago, Burlington & Northern Railroad Company, a corporation created and organized under and in conformity with the laws of the State of Illinois, party of the first part, and William J. Ladd and T. S. Howland, of Boston, in the State of Massachusetts, Trustees, for the uses and purposes and upon the terms and conditions hereinafter stated, parties of the second part:—

Witnesseth: That Whereas The Chicago, Burlington & Northern Railroad Company, pursuant to the terms of the statutes and acts of the legislature of the said State of Illinois creating it, and of the organization of the Company under and in accordance therewith, is engaged in constructing a railroad from a point at or near Oregon, in Ogle County, Illinois, westerly to the town of Savanna, in Carroll County, Illinois, and also from some point in the city of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad at or near Savanna, and thence Northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, there to meet and connect with the railroad of the consolidated Chicago, Burlington & Northern Railroad Company of the States of Wisconsin and Minnesota, built or to be built, a distance in all of about one hundred and five (105) miles, and

Whereas the said first party is authorized by the statutes and laws aforesaid, and by the terms of its organization to execute Trust Mortgages of its railroad and franchises connected therewith, and of its other property to secure the payment of bonds issued for the objects and purposes hereinafter set forth, and

Whereas the said first party is desirous of borrowing money to an amount not exceeding Three Million Dollars, ($3,000,000.) for the purpose of constructing, equipping, completing, finishing, improving and operating its said railroad, and purchasing the right of way and material necessary for the superstructure thereof and defraying all necessary expenses of transportation and other charges connected with the building, equipping and operating said railroad, and the appendages and appurtenances connected therewith, and for other purposes, and at a meeting of its Board of Directors duly called and held at Chicago, Illinois, on the twenty-seventh (27th) day of August, A. D. 1885, did resolve to borrow the sum of Three Million Dollars, ($3,000,000.) for so building, equipping, completing, finishing, improving and operating its said railroad, and for other purposes, and to execute and issue the bond of said Company for the said sum of Three Million Dollars, ($3,000,000.) of the date of November Twentieth (20th) A. D. 1885, having Forty (40) years from April First, 1886, to run to maturity, bearing interest from and after April first, 1886, at the rate of Five per centum per annum payable semi-annually on the first days of April and October in each year, the first six months interest to be payable October First 1886, and the principal to be payable April First, A. D. 1926; both

principal and interest to be payable at the office of the Company in the city of Boston, Massachusetts, or at such other places as the said Company may appoint; and also resolved to secure the payment of the same, both principal and interest, by a mortgage of its said railroad, franchises and other corporate property of every nature and kind, to said parties of the second part as trustees for the benefit and security of the holders of said bond, which said bond shall be authenticated by a certificate signed by said parties of the second part as being issued under and secured by said mortgage, and which said resolution of the Board of Directors to borrow said sum of Three Million Dollars, ($3,000,000.) and to execute the bond of this Company for that amount and to secure the same by mortgage in manner aforesaid, was concurred in by the holders of all of the stock of this Company at a meeting of the stockholders duly called and held under and in conformity with the statutes of the State of Illinois at Chicago, Illinois, on the sixth day of November A. D. 1885.

Now, therefore, This Indenture Witnesseth That the said Chicago, Burlington & Northern Railroad Company, party of the first part, in order to secure the payment of its said bond, issued as aforesaid, and the interest thereon, and in consideration of One Dollar, ($1.00) to it in hand paid by said parties of the second part at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant; bargain, sell, transfer and convey to said parties of the second part, their survivor and successors in said trust, and assigns, all the following described property, to wit:

All the present and in the future to be acquired property of said Railroad Company, party of the first part, in and relating to its said railroad, except future extensions and branches, and all the right, title, interest and equity of redemption therein; that is to say, all the said railroad of said first party, now constructed and to be constructed, extending from a point at or near Oregon, Ogle County, Illinois, westerly to the town of Savanna, in Carroll County, Illinois, and also from some point in the city of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad at or near Savanna, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, there to meet and connect with the railroad of said consolidated Chicago, Burlington & Northern Railroad Company, built or to be built, a distance in all of about One Hundred and five (105) miles including therein the rights of way, road bed, superstructure, all the lands, depots, depot grounds, stationhouses, viaducts, fences, bridges, timber and materials, appurtenant to or to become connected with said railroad, and all property purchased or to be purchased for the construction of said railroad; also all engines, tenders, cars and machinery, and all other kinds of rolling stock, now belonging to or which may hereafter be acquired by said party of the first part for use upon its said railroad, all of which shall be suitably designated and marked, but not including cars and other rolling stock purchased for use upon future extensions or branches; also all rights, privileges and franchises of said first party relating to said railroad, and property acquired by virtue thereof, now in possession or

which may hereafter be acquired, including all machine shops, implements and tools contained therein or along the line of said railroad, although the same may not be herein specifically mentioned.

To have and to hold the said line of railroad and all the other property and interests above mentioned, or intended to be mentioned and included, and all and singular said premises and every part thereof, with the appurtenances, unto the said parties of the second part, or the survivor of them, and their successors in said trust, and assigns, but for the following purposes, and upon the following express trusts, that is to say:

In case the said Chicago, Burlington & Northern Railroad Company of Illinois, shall make default in the payment of taxes and adjustments, as hereafter provided, after thirty (30) days' notice in writing by the parties of the second part requiring the payment thereof; or shall fail to pay the principal or any part thereof, or the interest on said bond secured or intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof, and for sixty (60) days thereafter, then and in such case, at the written request of the holder of said bond at the time outstanding, the said parties of the second part, their survivor or successors in said trust, or assigns, may, upon being indemnified by the parties making the application, enter into and take possession of said railroad of said Illinois Company, and all other property, rights and interests hereby conveyed or intended to be conveyed, and as attorneys in fact and agents of said first party, by themselves or their agents duly constituted, have, use and employ the same and receive the revenues therefrom, making from time to time all needful repairs, alterations and additions thereto, and after indemnifying themselves from loss, damage or liability arising from the management of said trust, apply the net earnings of said railroad, franchises and the other property hereby conveyed, to the payment of all such interest on said bond as may at that time remain in arrear and unpaid, but when and as soon as the second parties, out of such net earnings shall have paid off all such arrears of interest, and of taxes and assessments, or such net earnings in their hands shall be sufficient for that purpose they shall re-deliver said railroad and property to the first party: provided, however, that nothing in this provision contained shall be deemed or construed to preclude the second parties proceeding to foreclose this mortgage in the manner hereinafter provided; or the said second parties, their survivor, or their successors in said trust or assigns, at their discretion may, and upon the written request of the holders of said bond then unpaid shall upon being indemnified by the parties making the application, in case such mode of foreclosure shall at that time be authorized by law cause said premises and property to be sold at public auction at the city of Chicago, in Cook County, Illinois, after giving sixty (60) days notice of the time, place and terms of such sale, by publishing the same at least four times in each week in one or more of the principal newspapers for the time being published in each of the cities of Boston, Massachusetts, New York, N. Y., and Chicago, Illinois, and upon such sale execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for all the property held by said Com-

pany under such title, and a suitable and effective conveyance and assignment for all other property held by said Company and sold by said parties of the second part, which conveyances shall be a bar to the Chicago, Burlington & Northern Railroad Company of Illinois, party of the first part, its successors and assigns and all persons claiming under it or them, of all right title, interest and claim in or to said premises or any part thereof.

Said trustees shall after deducting from the proceeds of such sale the costs and expense thereof, and of the management of said property, and sufficient to indemnify and save themselves harmless from and against all liability arising from this trust, appropriate and apply so much of the proceeds of said property as may be necessary to the payment in full of the principal and interest of said bond then remaining unpaid, whether the same may then be due and payable or not, and shall restore the residue thereof to said first party its successors and assigns.

It is understood and agreed that in no case shall any claim be made under or advantage taken by said first party, its successors or assigns, of valuation, appraisement, redemption or extension laws now in force or hereafter enacted; nor any injunction or stay of proceedings be prayed for or had, or any process be obtained or applied for by it or them to prevent such entry, sale and conveyance as aforesaid.

And further, that in case said parties of the second part, their survivor or successors in said trust, or assigns, shall, for any reason, omit to avail themselves of any such default as aforesaid, such omission shall not prejudice or impair the rights or remedies of said second parties, their survivor or successors in said trust, or assigns, to avail themselves of any other or further neglect or default of said first party.

Nor shall the above remedies provided for in cases of default exclude the parties of the second part, their survivor or successors from any other legal or equitable remedies they may be entitled to in the premises, including the foreclosure of this indenture, by a proper proceeding in court. In case a bill shall be filed for the foreclosure hereof, by the said second parties they shall be entitled as a matter of right to the appointment of a Receiver of all the property herein conveyed, and from the proceeds of any sale under such proceeding, there shall first be paid all the expenses of such receivership, and the costs of such proceeding, including compensation to said trustees and also fees of counsel and attorneys, and all other expenses and disbursements properly chargeable against said first party or the said property by reason of any default on the part of said first party in carrying out the covenants of this indenture, the residue of such proceeds to be applied to the payment in full of the principal and interest then remaining unpaid upon said bond, and any surplus to be paid over to said first party its successors or assigns.

And the said party of the first part, for itself and its successors, hereby agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises or any part thereof, to said parties of the second part, their survivor or successors in said trust, or assigns, which counsel of the parties of the second part, at any time, may advise, for the more effectually vesting the title to the property hereby granted or

intended to be conveyed, in said parties of the second part, their survivor or successors and assigns, and for the more fully carrying into effect the objects and purposes of these presents.

The trustees herein, and their successors, shall at all times have full power and authority, to be exercised in their own discretion and not otherwise, to release or convey to any party or parties who may be designated in writing by the first party to receive the same; or to release from the lien or operation of this indenture, in such other manner as the trustees may deem proper, any portion of the premises hereby granted appurtenant to said railroad, but which, in the opinion of said trustees, shall be unnecessary for use in connection therewith, and also to release and convey on like request any lands, not occupied by the track, which may become disused by reason of a change of the location of any stationhouse or other building connected with said railroad, and such lands occupied by the track and adjacent to such stationhouse, depot, or other building, as the first party may deem it expedient to disuse or abandon by reason of such change.

Provided, that any lands or other property acquired by the first party in substitution of the lands so released and conveyed shall immediately become subject to the lien and operation of this indenture, or the proceeds of sale of any property, so disused shall be paid over to the said trustees, if they so request, to be applied upon the bond hereby secured, or to be held by them as a part of a sinking fund for the ultimate payment of such bond, and to be invested, in their discretion, for that purpose.

It is hereby, also, mutually agreed and understood that it shall be lawful for said first party, its successors and assigns to retain possession of said property hereby conveyed, and to receive and dispose of the current revenues of said railroad and property hereby conveyed as it or they shall deem proper, until default shall be made in the payment of the principal or interest of the bond hereby secured, or some part thereof, or of taxes and assessments that may be lawfully levied or assessed upon said railroad and property connected therewith, as they shall respectively become due and payable.

And that upon full and final payment of the principal and interest of said bond, issued under and secured by this instrument, the estate hereby granted to said parties of the second part shall be void, and the right and title to the premises and property hereby conveyed shall revert to and revest in said party of the first part, its successors and assigns, without any acknowledgment of satisfaction, reconveyance, re-entry or other act.

And further that the bond secured by and issued under this indenture, and the proceeds thereof, shall be used for and appropriated to the objects and purposes herein contemplated. And said bond shall at any time be certified by said second parties, their survivor or successors in said trust or assigns, upon the written application of the party of the first part, expressed through a resolution of its Board of Directors adopted at a regular meeting, or a special meeting called for that purpose.

It is further mutually agreed that the said parties of the second part, their survivor and successors in said trust, or assigns, shall only be accountable for gross negligence, or wilful default in the management thereof, and

shall not be responsible for the acts of each other to which they do not severally assent, nor for the acts of any agent employed by them, when such agent shall have been selected with reasonable discretion.

And that said second parties, their survivor or successors in said trust and assigns, shall be entitled to reasonable compensation for their labor, services and expenses in the management of said trust.

And further, that whenever a vacancy among said parties of the second part, or their successors shall occur by death resignation or inability to discharge the duties of this trust, which inability shall be determined and declared by resolution of the Board of Directors of the first party, the first party by its Board of Directors shall proceed forthwith to nominate and with the concurrence of the remaining trustee, if there be any trustee remaining, to appoint a new trustee to fill such vacancy, by endorsing such appointment in writing on one part of this indenture, and each person so appointed shall endorse his acceptance of such appointment upon this indenture.

In case such vacancy shall not be filled within sixty (60) days from the occurrence thereof in the manner aforesaid, the holders of said bond secured by this mortgage and then outstanding, may apply to any court in the State of Illinois having jurisdiction of the premises to appoint a new trustee or trustees to supply such vacancy, and such new trustee or trustees appointed in either manner shall become one of the parties of the second part, and vested for the purposes aforesaid with all rights, interests or powers requisite to enable him or them to execute with the others this trust, without any further assurance or conveyance of the same. But should it be thought desirable or necessary by the counsel of the second parties, the parties hereto shall execute and deliver, or cause to be executed and delivered such releases and conveyances as counsel shall advise to be necessary.

It being further understood that the remaining trustee shall in the meantime and until such vacancy shall be so filled be fully empowered to execute all the provisions of this trust.

And that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor and assigns, respectively, of the parties hereto.

The said parties of the second part hereby severally accept the trusts created by these presents.

In Witness Whereof The said Chicago, Burlington & Northern Railroad Company, party of the first part, has caused its corporate name to be hereunto and to four other originals subscribed, and its corporate seal to be hereto attached by its President and the same to be attested by its Secretary; and the said parties of the second part have also hereunto, and to the four other originals, set their hands and seals, all on the day and year first above written.

Chicago, Burlington & Northern Railroad Company,

[SEAL] *By* L. O. GODDARD, *President.*

[SEAL] WILLIAM J. LADD.

[SEAL] T. S. HOWLAND.

Attest

H. W. WEISS, *Secretary.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I Richard W. Morrison, a Notary Public in and for the County and State aforesaid, do hereby certify that L. O. Goddard, President, and H. W. Weiss, Secretary of the Chicago, Burlington & Northern Railroad Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing mortgage as such president and secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said Railroad Company for the uses and purposes therein set forth and caused the corporate seal of said Company to be thereto attached.

Given under my hand and Notarial seal this Twenty seventh day of November A. D. 1885. RICHARD W. MORRISON,
[SEAL] *Notary Public.*

UNITED STATES OF AMERICA, } ss.
STATE OF ILLINOIS. }

OFFICE OF SECRETARY.

I, Henry D. Dement, Secretary of State of Illinois, do hereby certify that the foregoing Trust Mortgage of the Chicago, Burlington and Northern Railroad Company was filed for record in the office of the Secretary of State of the State of Illinois on the 12th day of December A. D. 1885, at 2 o'clock P. M. and duly recorded in Book No. 7 of Railroad Records at Page 20.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 14th day of December A. D. 1885.
[SEAL] HENRY D. DEMENT,
Secretary of State.

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
OGLE	December 12, 1885	45	119
WHITESIDE	December 12, 1885	98	549
JO DAVIESS	December 12, 1885	21	277
CARROLL	December 12, 1885	39	164

RELEASE, May 10, 1909, William J. Ladd and T. S. Howland, Trustees to Chicago, Burlington and Northern Railroad Company [Illinois].

* * * * * * * * *

Whereas, the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, by indenture of mortgage bearing date the twentieth day of November, 1885, in and for the consideration therein mentioned and to secure the payment of the bonds therein specified, did convey certain described property unto William J. Ladd and T. S. Howland; and

Whereas, said mortgage has been recorded as follows:

December 12, 1885, in the office of the Secretary of State of Illinois, Book 7 of Railroad Records, Page 20.

December 12, 1885, in the Recorder's office for Ogle County, Illinois, Book 45 of Mortgages, Page 119.

December 12, 1885, in the Recorder's office for Whiteside County, Illinois, Book 98 of Records, Page 549.

December 12, 1885, in the Recorder's office for Jo Daviess County, Illinois, Book 21 of Mortgages, Page 277.

December 12, 1885, in the Recorder's office for Carroll County, Illinois, Book 39 of Mortgages, Page 164; and

Whereas, all the bonds issued under and secured by said mortgage have been fully paid and cancelled and all the agreements under said mortgage have been carried out on the part of said Railroad Company;

Now, Therefore, We, William J. Ladd and T. S. Howland, Trustees under said mortgage, hereby certify that the same has been, and is, fully paid and satisfied in all respects and we, as such Trustees, hereby release and discharge the property covered by said mortgage of and from the lien thereof.

In Witness Whereof, We have hereunto set our hands and seals this tenth day of May A. D., 1909.

WILLIAM J. LADD, *Trustee.* [SEAL]

Witnesses: T. S. HOWLAND, *Trustee.* [SEAL]

CHAS. E. NOTT.

FRANCIS R. JEWETT.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, Charles E. Nott, a Notary Public, do hereby certify that William J. Ladd, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this tenth day of May, A. D., 1909.

[SEAL] CHAS. E. NOTT,
Notary Public.

My Commission Expires, August 9th, 1912

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, Charles E. Nott, a Notary Public, do hereby certify that T. S. Howland, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this tenth day of May, A. D., 1909.

[SEAL] CHAS. E. NOTT,
Notary Public.

My Commission Expires, August 9th, 1912

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
Ogle	May 28, 1909	K	614
Carroll	June 10, 1909	6	533
Whiteside	June 14, 1909	174	336
Jo Daviess	June 19, 1909	88	481
Secretary of State of Illinois	May 21, 1909	38	49

AGREEMENT, November 15, 1885, Chicago, Burlington and Northern Railroad Company [Illinois] and Chicago, Burlington & Northern Railroad Company [Consolidated].

* * * * * * * * *

This Agreement, made and entered into this fifteenth (15th) day of November, A. D. 1885, by and between the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota, and organized and existing under the laws of the said States, party of the second part,

Witnesseth—That, Whereas, the first party is desirous of constructing and equiping its railroad from a point at or near Oregon, in Ogle County, Illinois, westerly, to and into the town of Savanna, in Carroll County, Illinois, and also from some point in the city of Fulton, in Whiteside County, Illinois, northerly, to a connection with the above mentioned railroad at or near Savanna, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, there to meet and connect with the railroad of said consolidated Chicago, Burlington & Northern Railroad Company; and, said first party being without ready means or resources for raising money, has resolved to borrow for that purpose Three Million Dollars (3,000,000), for which it will issue its bonds to that amount, bearing date November 20th, 1885, having forty (40) years from April 1st, 1886, to run to maturity, and bearing interest at the rate of five (5) per cent per annum, payable semi-annually, on the first days of October and April in each year, and to secure the same by a first mortgage upon its entire railroad and equipment, and all the property and franchises connected therewith; and has further resolved to use and devote its Capital Stock for the said purpose of construction and equipment; and

Whereas, the second party, owning a long and valuable line of railroad connecting with the road of the first party at the north boundary line of the State of Illinois, and extending thence to the city of St. Paul, has proposed to furnish to the first party the money for the construction and equipment of its road, and to purchase the said stock and bonds of the first party for the money so furnished in the manner hereinafter specified, and to make a contract for connecting with the first party's railroad upon terms to be mutually agreed upon, so as to form a continuous line; and

Whereas, the railroad of the first party will connect at Fulton and Oregon, Illinois, with valuable lines of road operated to and into the cities of Chicago and St. Louis, and thus the second party may be furnished with a track and ready means of access to said cities:

Now Therefore, the said parties do make the following agreements, to-wit:

First. The second party agrees to furnish to the first party the money necessary to construct and equip its said road in the State of Illinois, in the full paid Capital Stock of the second party, to the amount of Three Million Dollars ($3,000,000), to-wit: Thirty Thousand (30,000) shares of One Hundred Dollars ($100) each, and Three Million Dollars ($3,000,000) in its five (5) per cent bonds, dated December 1st, 1885, having forty (40) years from April 1st, 1886, to run to maturity, and secured by a first mortgage upon its entire line, which said stock and bonds are to be delivered when and as called for by the first party, the proceeds thereof to be used by the first party only for the construction and equipment of its road, aforesaid. The second party further agrees that it will form a connection with said railroad of the first party, upon such equitable terms as may be mutually agreed upon, so as to make the same part of a through line between St. Paul and Chicago.

Second. In consideration of all the foregoing, the first party agrees to cause to be transferred and assigned to the second party, as full paid, Twenty-nine Thousand Nine Hundred and Seventy-five (29,975) shares of its Capital Stock of One Hundred Dollars ($100) each, and to sell and to deliver to said second party Three Million Dollars ($3,000,000) of its first mortgage bonds, of the form and tenor above described, and to execute the connecting contract, aforesaid.

In Witness Whereof, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals attached by their Secretaries, the day and year first above written.

Chicago, Burlington & Northern Railroad Company of Illinois,

[SEAL] *By* L. O. GODDARD, *President.*

Attest:

H. W. WEISS, *Secretary.*

Chicago, Burlington & Northern Railroad Company of Wisconsin and Minnesota,

[SEAL] *By* A. E. TOUZALIN, *President.*

Attest:

J. MURRAY FORBES, *Secretary.*

LEASE, November 16, 1885, Chicago, Burlington & Northern Railroad Company [Consolidated] to Chicago, Burlington and Northern Railroad Company [Illinois].

* * * * * * * * *

This Agreement, made and entered into this sixteenth (16th) day of November A. D. 1885, by and between the Chicago, Burlington & Northern Railroad Company, a consolidated corporation created and existing under the laws of the States of Wisconsin and Minnesota, party of the first part, and the Chicago, Burlington & Northern Railroad Company, a corporation

created and existing under the laws of the State of Illinois, party of the second part:

Witnesseth: That said parties have agreed to connect with each other, and that their respective railroads shall be connected and operated together, as one continuous line, upon the following terms, which have been mutually agreed upon, to wit:

1st. The road of the first party is described as follows:

A railroad from a point on the State line between the States of Illinois and Wisconsin, in Grant County, Wisconsin, near the city of East Dubuque in the State of Illinois, northerly into and through the Counties of Grant, Crawford, Vernon, LaCrosse, Trempealeau, Buffalo, Pepin and Pierce in the State of Wisconsin to a point on the west boundary line of said State of Wisconsin, in or near the town of Prescott on the St Croix River, in said Pierce County, thence northwesterly through and into the Counties of Washington and Ramsey in the State of Minnesota, to and into the city of St. Paul, Minnesota, a distance in all of about two hundred and fifty seven (257) miles, and

The road of the second party is described as follows:

A railroad from a point in or near Oregon in Ogle County, Illinois, westerly to and into the town of Savanna, in Carroll County, Illinois, and also from some point in the city of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad at or near Savanna and thence northerly to the boundary line of the State of Wisconsin in Jo Daviess County, Illinois, a distance in all of about one hundred and five (105) miles.

2d. The first party shall furnish such, and such amount of, equipment and rolling stock as may be necessary beyond that possessed by the second party, for the operation of the second party's railroad, and shall connect with and operate the said railroad in a first class manner, so as to make it part of a through line between the city of St. Paul and the cities of Chicago and St. Louis and shall fix and collect all tolls for the transportation of persons and property over said road.

3d. The first party shall pay all taxes and assessments that may be lawfully charged and assessed against said railroad and property of the party of the second part during the continuance of this contract, and shall maintain said road and keep the same in good condition and repair: it being understood that, in case this contract shall be terminated at any time, the second party, before it shall be entitled to the possession of said road, shall pay to the first party the original cost of all additional construction which the first party may deem necessary or proper to make on said premises, and of all permanent improvements made thereon, with interest upon the same, at the rate of six per cent (6%) per annum, from the time of the completion of each item of construction and improvement; and for all such expenditures and interest thereon the first party shall have a lien which shall entitle it to hold possession of and use said premises and the revenues to be derived therefrom until all such expenditures and interest shall be paid.

4th. The first party further agrees to pay over semi-annually on

the first days of April and October in each year to the second party thirty per cent (30%) of its gross earnings on all business done on or over the railroad of said second party; earnings from all joint business done upon or along said railroad to be computed upon a pro rata basis per mile, according to the distance carried respectively on the roads of the two parties, and said party of the first part agrees and guarantees that the amount so to be paid to said party of the second part shall in each year be not less than the amount of the interest on the first mortgage bonds of said second party, to wit; One hundred and fifty thousand dollars ($150,000.) and agrees that it will in each and every year so long as this contract shall remain in force pay over to said second party at least that sum.

5th. This contract continues in force until its formal termination, which may be done at any time by either party's giving thirty (30) day's notice in writng of its intention to so terminate it.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto affixed by their respective Presidents, and their corporate seals to be affixed and attested by their respective Secretaries, the day and year first above written.

Chicago, Burlington & Northern R. R. Co. of Wisconsin & Minnesota,
[SEAL] *By* A. E. TOUZALIN, *Pres.*
Attest:
J. MURRAY FORBES, *Secretary.*

Chicago, Burlington & Northern Railroad Company of Illinois,
[SEAL] *By* L. O. GODDARD, *President.*
Attest:
H. W. WEISS, *Secretary.*

TRUST MORTGAGE, October 1, 1888, Chicago, Burlington and Northern Railroad Company [Illinois] to Francis B. Beaumont and Frederic M. Stone, Trustees.

This indenture of Mortgage made this first day of October, A. D. 1888, by and between the Chicago, Burlington & Northern Railroad Company, a corporation created and organized under and in conformity with the laws of the State of Illinois, party of the first part (hereinafter referred to as the first party), and Francis B. Beaumont and Frederic M. Stone, of the City of Boston in the State of Massachusetts, Trustees, for the uses and purposes and upon the terms and conditions hereinafter stated, parties of the second part (hereinafter referred to as the Trustees):

Witnesseth: That Whereas, the first party is now the owner of a line of railroad extending from a point in the Town of Oregon, in Ogle County, Illinois, westerly to and into the Town of Savanna, in Carroll County, Illinois, and also from a point in the City of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad in the Town of Savanna, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, a distance of one hundred three and 40/100 miles, there meeting and connecting with the railroad of the consolidated Chicago, Burlington & Northern Railroad Company of the States of Wisconsin and Minnesota, and also of certain branches, to wit:—

the Galena Branch line extending from a point near the mouth of the Galena River to and into the city of Galena in the State of Illinois, and being three and 60/100 miles in length, said main line and branches of the first party making a total mileage of one hundred and seven miles; and

Whereas the first party on the 20th day of November, A. D. 1885, made and executed a certain mortgage to William J. Ladd and T. S. Howland, of Boston, in the State of Massachusetts, Trustees, of all its railroad, railroad property, franchises and appurtenances as therein described, to secure the payment of the five per cent (5%) Bonds of the first party for the sum of Three million dollars ($3,000,000) dated November 20th, A. D. 1885, and payable on the 1st day of April, A. D. 1926: and

Whereas, the first party is authorized by the statutes and laws aforesaid, and by the terms of its organization to execute Trust Mortgages of its railroad and franchises connected therewith, and of its other property to secure the payment of Bonds issued for the objects and purposes hereinafter set forth: and

Whereas, the first party is desirous of borrowing money to an amount not exceeding one million and seventy thousand dollars ($1,070,000), to pay an indebtedness heretofore incurred by said first party to obtain money which was used for the purpose of completing, finishing, improving and operating its lines of railroad, and to complete, finish, improve and operate its lines of railroad, and at a meeting of its Board of Directors duly called and held at Chicago in the State of Illinois on the fourteenth day of July, A. D. 1888, did resolve to borrow the sum of one million and seventy thousand dollars ($1,070,000), with which to pay such indebtedness so incurred and for completing, finishing, improving and operating its said railroad, and execute and issue its bond for the said sum of one million seventy thousand dollars of the date of June first, A. D. 1888, having thirty (30) years from said last mentioned date to run to maturity, bearing interest from and after the first day of June, A. D. 1888, at the rate of six (6) per cent per annum, payable semiannually on the first days of June and December in each year: the first six months interest to be payable on the first day of December, A. D. 1888, and principal to be payable on the first day of June, A. D. 1918, both principal and interest to be payable at the office of the first party in the City of Boston, Massachusetts, or at such other place as it may appoint; and also resolved to secure the payment of the same, both principal and interest, by a second mortgage of its railroad, franchises and other corporate property of every nature and kind, to said parties of the second part as trustees, for the benefit and security of the holders of said bond, which said bond shall be authenticated by a certificate signed by the Trustees as being issued under and secured by said mortgage, and which said resolution of the Board of Directors to borrow said sum of one million seventy thousand dollars and to execute a bond for that amount and to secure the same by mortgage in manner aforesaid, was concurred in by the holders of 29,995 shares of the stock of the first party at a meeting of the stockholders duly called and held under and in conformity with the statutes of the State of Illinois, at Chicago, on the twenty-second day of September,

A. D. 1888, and which meeting was duly adjourned to the twenty-fourth day of September, A. D. 1888, at the hour of 10 o'clock A.M. at the same place, the same being more than two-thirds in amount of all the stock of such first party and all but five (5) shares thereof:

Now Therefore, This Indenture Witnesseth, That the first party, in order to secure the payment of its said bond, issued as aforesaid, and the interest thereon, and in consideration of One Dollar ($1.00), to it in hand paid by the Trustees at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the Trustees their survivors and successors in said trust, and assigns, all the following described property, to wit:—

All the present and in the future to be acquired property of the first party, in and relating to its said railroad, except future extensions and branches, and all the right, title, interest and equity of redemption therein; that is to say, all the said railroad of the first party, extending from a point in the Town of Oregon, in Ogle County, Illinois, westerly to the town of Savanna, in Carroll County, Illinois, and also from a point in the city of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad in the town of Savanna, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, there meeting and connecting with the railroad of said consolidated Chicago, Burlington & Northern Railroad Company, a distance of one hundred three and 40/100 miles, and also of certain branches, to wit, the Galena Branch line extending from a point near the mouth of the Galena River to and into the City of Galena in the State of Illinois and being three and 60/100 miles in length, making a total mileage of one hundred and seven miles, including therein the rights of way, road bed, superstructure, all the lands, depots, depot grounds, station houses, viaducts, fences, bridges, timber and materials appurtenant to or to become connected with said railroad, and all property purchased or to be purchased for said railroad; also all engines, tenders, cars, and machinery, and all other kinds of rolling stock, now belonging to, or which may hereafter be acquired by the first party for use upon its said railroad all of which shall be suitably designated and marked, but not including cars and other rolling stock purchased for use upon future extensions or branches: also all rights, privileges and franchises of the first party relating to said railroad, and property acquired by virtue thereof, now in possession or which may hereafter be acquired, including all machine shops, implements and tools contained therein or along the line of said railroad, although the same may not be herein specifically mentioned: the premises hereinbefore conveyed being subject to the prior lien created by the said mortgage to William J. Ladd and T. S. Howland, Trustees, dated November 20th, 1885; and also in addition to the above does grant, bargain, sell, transfer and convey to the Trustees, their survivors or successors, its said branches now built, to wit:— the Galena Branch line aforesaid extending from a point near the mouth of the Galena River to and into the City of Galena, in the State of Illinois, including therein the rights of way, road bed, super-

structure, all the lands, depots, depot grounds, station houses, viaducts, fences, bridges, timber and materials appurtenant to or to become connected with said branches.

To Have and To Hold the said line of railroad and said branches thereof and all the other property and interests above mentioned, or intended to be mentioned and included, and all and singular said premises and every part thereof, with the appurtenances, unto the Trustees, or the survivor of them, and their successors in said trust, and assigns, but for the following purposes, and upon the following express trusts, that is to say:

In case the first party shall make default in the payment of taxes and assessments, as hereafter provided, after thirty (30) days notice in writing by the Trustees requiring the payment thereof: or shall fail to pay the principal or any part thereof or the interest on said bond secured or intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof, and for thirty (30) days thereafter, then and in such case, at the written request of the holder of said bond at the time outstanding, the Trustees, their survivor or successors in said trust, or assigns, may, upon being indemnified by the parties making the application, enter into and take possession of said railroad of the first party and branches thereof and all other property, rights and interests hereby conveyed or intended to be conveyed, and as attorneys in fact and agents of the first party, by themselves or their agents duly constituted, have, use and employ the same and receive the revenues therefrom, making from time to time all needful repairs, alterations and additions thereto, and after indemnifying themselves from loss, damage or liability arising from the management of said trust, apply the net earnings of said railroad, branches, franchises and the other property hereby conveyed, to the payment of all such interest on said bond as may at that time remain in arrear and unpaid, but when and as soon as the Trustees, out of such net earnings shall have paid off all such arrears of interest, and of taxes and assessments, or such net earnings in their hands shall be sufficient for that purpose they shall re-deliver said railroad and property to the first party: *Provided However,* that nothing in this provision contained shall be deemed or construed to preclude the Trustees proceeding to foreclose this mortgage in the manner hereinafter provided; or the Trustees, their survivor, or their successors in said trust, or assigns, at their discretion may, and upon the written request of the holders of said bond then unpaid shall, upon being indemnified by the parties making the application, in case such mode of foreclosure shall at that time be authorized by law, cause said premises and property to be sold at pubilc auction at the city of Chicago in the State of Illinois, after giving sixty (60) days notice of the time, place and terms of such sale, by publishing the same at least four times in each week in one or more of the principal newspapers for the time being published in each of the cities of Boston, Massachusetts, New York, N. Y. and Chicago, Illinois, and upon such sale execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple, for all other property held by the first party and sold by the Trustees, which conveyance shall be a bar to

the first party, its successors and assigns, and all persons claiming under it or them, of all right, title, interest and claim in or to said premises or any part thereof.

And in case of such default in the payment of the principal or interest of said bond or in the performance of any of said covenants, continued for thirty (30) days as aforesaid, the principal of said bond, upon notice to that effect, to be given by the Trustees in their discretion and to be served in writing upon the Treasurer of the first party, shall become and be at once due and payable and shall be held and deemed to be so due and payable for the purposes of foreclosure and sale under this instrument, and for all other purposes whatever.

The trustees shall, after deducting from the proceeds of such sale the costs and expenses thereof, and of the management of said property and sufficient to indemnify and save themselves harmless from and against all liability arising from this trust, appropriate and apply so much of the proceeds of said property as may be necessary to the payment in full of the principal and interest of said bond then remaining unpaid, whether the same may then be due and payable or not, and shall restore the residue thereof to the first party, its successors and assigns.

It Is Understood and Agreed that in no case shall any claim be made under or advantage taken by the first party, its successors or assigns, of valuation, appraisement, redemption or extension laws now in force or hereafter enacted; nor any injunction or stay of proceedings be prayed for or had, or any process be obtained or applied for by it or them to prevent such entry, sale and conveyance as aforesaid.

And Further, that in case the Trustees, their survivor or successors in said trust, or assigns, shall, for any reason, omit to avail themselves of any such default as aforesaid such omission shall not prejudice or impair the rights or remedies of the Trustees, their survivors or successors in said trust, or assigns, to avail themselves of any other or further neglect or default of the first party.

Nor shall the above remedies provided for in cases of default, exclude the trustees, their survivor or successors, from any other legal or equitable remedies they may be entitled to in the premises, including the foreclosure of this indenture, by a proper proceeding in court. In case a bill shall be filed for the foreclosure hereof, by the Trustees they shall be entitled as a matter of right to the appointment of a Receiver of all the property herein conveyed, and from the proceeds of any sale under such proceedings, there shall first be paid all the expenses of such receivership and the costs of such proceeding, including compensation to the trustees and also fees of counsel and attorneys, and all other expenses and disbursements properly chargeable against the first party or the said property by reason of any default on the part of the first party in carrying out the covenants of this indenture; the residue of such proceeds to be applied to the payment in full of the principal and interest then remaining unpaid upon said bonds, and any surplus to be paid over to the first party, its successors or assigns.

And the first party, for itself and its successors, hereby agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises, or any part thereof, to the Trustees, their survivor

or successors in said trust, or assigns which counsel of the Trustees at any time may advise, for the more effectually vesting the title to the property hereby granted or intended to be conveyed, in the Trustees, their survivor or successors and assigns: and for the more fully carrying into effect the objects and purposes of these presents.

The trustees herein, and their successors, shall at all times have full power and authority to be exercised in their own discretion, and not otherwise, to release or convey to any party or parties who may be designated in writing by the first party to receive the same, or to release from the lien or operation of this indenture, in such other manner as the trustees may deem proper, any portion of the premises hereby granted appurtenant to said railroad, but which, in the opinion of the trustees, shall be unnecessary for use in connection therewith, and also to release and convey on like request, any lands, not occupied by the track, which may become disused by reason of a change of the location of any station house, or other building connected with said railroad, and such lands occupied by the track adjacent to such station house, depot, or other building, as the first party may deem it expedient to disuse or abandon by reason of such change.

Provided, That any lands or other property acquired by the first party in substitution of the lands so released and so conveyed shall immediately become subject to the lien and operation of this indenture, or the proceeds of sale of any property, so disused, shall be paid over to the trustees, if they so request, to be applied upon the bond hereby secured, or to be held by them as a part of a sinking fund for the ultimate payment of such bond, and to be invested, in their discretion, for that purpose.

It Is Hereby Also, Mutually Agreed and Understood, that it shall be lawful for the first party, its successors and assigns, to retain possession of said property hereby conveyed, and to receive and dispose of the current revenues of said railroad, branches, and property hereby conveyed, as it or they shall deem proper, until default shall be made in the payment of the principal or interest of the bond hereby secured, or some part thereof, or taxes and assessments that may be lawfully levied or assessed upon said railroad, branches and property connected therewith, as they shall respectively become due and payable.

And that upon full and final payment of the principal and interest of said bond, issued under and secured by this instrument, the estate hereby granted to the Trustees shall be void, and the right and title to the premises and property hereby conveyed shall revert to and revest in the first party, its successors and assigns, without any acknowledgment of satisfaction, re-conveyance, re-entry or other act.

And Further that the bond issued under and secured by this indenture, and the proceeds thereof, shall be used for and appropriated to the objects and purposes herein contemplated. And said bond shall at any time be certified by the Trustees, their survivor or successors in said trust or assigns, upon the written application of the first party, expressed through a resolution of its Board of Directors, adopted at a regular meeting or a special meeting called for that purpose.

It Is Further Mutually Agreed that the Trustees, their survivor and successors in said trust, or assigns, shall only be accountable for gross

negligence, or wilful default in the management thereof, and shall not be responsible for the acts of each other to which they do not severally assent, nor for the acts of any agent employed by them, when such agent shall have been selected with reasonable discretion.

And that the Trustees, their survivor or successors in said trust, and assigns, shall be entitled to reasonable compensation for their labor, services and expenses in the management of said trust.

And Further, that whenever a vacancy among the Trustees, or their successors, shall occur by death, resignation or inability to act, to be determined and declared by resolution of the Board of Directors of the first party, the first party by its Board of Directors shall proceed forthwith to nominate, and, with the concurrence of the remaining trustee, if there be any trustee remaining, to appoint a new trustee to fill such vacancy, by endorsing such appointment in writing on one part of this indenture, and each person so appointed shall endorse his acceptance of such appointment upon this indenture.

In Case such vacancy shall not be filled within sixty (60) days from the concurrence thereof in the manner aforesaid, the holders of said bond, secured by this mortgage and then outstanding may apply to any court in the State of Illinois having jurisdiction in the premises, to appoint a new trustee or trustees to supply such vacancy, and such trustee or trustees appointed in either manner shall become one of the parties of the second part, and vested for the purposes aforesaid with all the rights, interests or powers requisite to enable him or them to execute with the others this trust, without any further assurance or conveyance of the same. But should it be thought desirable or necessary by the counsel of the trustees, the parties hereto shall execute and deliver, or cause to be executed and delivered such releases and conveyances as counsel shall advise to be necessary.

It being further understood that the remaining trustee shall in the mean time, and until such vacancy shall be so filled, be fully empowered to execute all the provisions of this trust.

And that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor, and assigns, respectively, of the parties hereto.

The trustees hereby severally accept the trusts created by these presents.

In Witness Whereof, the said Chicago, Burlington & Northern Railroad Company, party of the first part, has caused its corporate name to be hereunto, and to four other originals, subscribed, and its corporate seal to be hereto attached by its president, and the same to be attested by its secretary; and the said parties of the second part have also hereunto, and to the four other originals, set their hands and seals, all on the day and year first above written.

Chicago, Burlington and Northern Railroad Company,
By L. O. GODDARD, *President.*

Attest: FRANCIS B. BEAUMONT, [SEAL]
H. W. WEISS, *Secretary* FREDERIC M. STONE. [SEAL]

Signed, sealed and delivered in presence of Witnesses to Trustees:
J. W. LOSEY W. H. STONE,
CHESTER M. DAWES EDWARD C. PERKINS.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that on this first day of October, A. D. 1888, before me, a Notary Public residing in said county and state, duly commissioned to take acknowledgements and proofs of deeds and other instruments in writing under seal, personally came L. O. Goddard, President of the Chicago Burlington & Northern Railroad Company, who is known to me to be the person whose name is signed to the foregoing mortgage, and who, being by me duly sworn, deposes and says, that he resides in the City of Chicago, in the State of Illinois; that he is the President of said Chicago, Burlington & Northern Railroad Company, a corporation created under the laws of the State of Illinois; that the seal affixed to the foregoing conveyance is the corporate seal of said company; that it was affixed by order of said company, and that he signed the corporate name of said company to said conveyance, by like order as President of said company, and acknowledged that he executed and delivered the said mortgage on behalf of said company, as his free and voluntary act, and that the said company also executed said conveyance, as its free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I hereunto set my hand and official seal this first day of October, A. D. 1888. CHESTER M. DAWES,

[SEAL] *Notary Public.*

STATE OF ILLINOIS, } ss.
COUNTY OF OGLE. }

I hereby certify that on the 19th day of October A. D. 1888 at 8:00 o'clock A.M. I received for record and the same is on file in my office to be recorded, an Indenture of Mortgage made the 1st day of October A. D. 1888 between the Chicago, Burlington & Northern Railroad Company of Illinois, party of the first part and Francis B. Beaumont and Frederic M. Stone of the City of Boston in the State of Massachusetts, Trustees parties of the second part, said mortgage being for the sum of One Million Seventy Thousand ($1,070,000) Dollars and covering the railroad property and franchises of said company in the State of Illinois.

In Witness Whereof I have hereunto set my hand and official seal this 23d day of October A. D. 1888. Witness my hand and official seal.

RALPH J. SENSOR,
Recorder of Deeds,
County of Ogle, State of Illinois.

[SEAL] *By* C. M. GALE, *Deputy.*

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
OGLE	October 19, 1888	45	410

In accordance with a resolution of the Board of Directors of the Chicago, Burlington & Northern Railroad Company, adopted on the 26th day of October, 1905, We hereby appoint A. G. Stanwood of Boston, Mass., as

Trustee under the foregoing trust deed in the place and stead of Francis B. Beaumont, who died on the 1st day of May, 1903.

[SEAL] Chicago, Burlington & Northern Railroad Company,

Attest: *By* C. I. STURGIS, *Its President.*

H. W. WEISS, *Secretary.*

FREDERIC M. STONE, *Surviving Trustee.* [SEAL]

I hereby accept the appointment of trustee under the foregoing trust deed in the place and stead of Francis B. Beaumont, deceased.

A. G. STANWOOD. [SEAL]

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
CARROLL	November 11, 1905	68	267
		44	177
WHITESIDE	November 11, 1905	139	557
JO DAVIESS	November 11, 1905	39	590
OGLE	November 16, 1905	63	1
SECRETARY OF STATE	November 11, 1905	25	318

RELEASE, March 18, 1908, Frederic M. Stone, Trustee, to Chicago Burlington and Northern Railroad Company [Illinois].

* * * * * * * * *

Whereas, the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, by indenture of mortgage bearing date the first day of October, A. D., 1888, in and for the consideration therein mentioned and to secure the payment of the bonds therein specified, did convey certain described property unto F. B. Beaumont and F. M. Stone; and

Whereas, said mortgage has been recorded as follows:

November 11, 1905, in the office of the Secretary of State for Illinois, Book 25 of Railroad Records, Page 318.

November 16, 1905, in the Recorder's office for Ogle County, Illinois, Book 63 of Mortgages, Page 1.

November 11, 1905, in the Recorder's office for Carroll County, Illinois, Book 68 of Mortgages, Page 267, and also recorded in said office in Book 44 of Mortgages, Page 177.

November 11, 1905, in the Recorder's office for Whiteside County, Illinois, Book 139 of Records, Page 557.

November 11, 1905, in the Recorder's office for Jo Daviess County, Illinois, Book 39 of Mortgage, Page 590; and

Whereas, all the bonds issued under and secured by said mortgage have been fully paid and cancelled and all the agreements under said mortgage have been carried out on the part of said Railroad Company; and

Whereas, F. B. Beaumont is deceased and his successor in trust, A. G. Stanwood, is also deceased, and no other successor in trust to said F. B. Beaumont has been appointed; and

Whereas, said F. M. Stone is now the sole surviving Trustee under said mortgage;

Now, Therefore, I, F. M. Stone, as such sole surviving Trustee under said mortgage, HEREBY CERTIFY that the same has been, and is, fully paid and satisfied in all respects, and I hereby release and discharge the property covered by said mortgage of and from the lien thereof.

In Witness Whereof, I, F. M. Stone, as sole surviving Trustee, have hereunto set my hand and seal this 18th day of March, A. D., 1908.

FREDERIC M. STONE, *Sole Surviving Trustee.* [SEAL]

Witnesses
F. R. JEWETT.
O. C. HART.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

I, Charles E. Nott, a Notary Public, do hereby certify that F. M. Stone, sole surviving Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this Eighteenth day of March, A. D., 1908.

[SEAL] CHAS. E. NOTT,
Notary Public.

My Commission Expires August 9th, 1912

RECORDED IN ILLINOIS

County	*Date*	*Book*	*Page*
OGLE	May 28, 1909	K	616
CARROLL	June 10, 1909	6	532
WHITESIDE	June 14, 1909	174	335
JO DAVIESS	June 19, 1909	88	482
SECRETARY OF STATE OF ILLINOIS,	May 21, 1909	37	476

AGREEMENT, February 25, 1889, Dubuque and Dunleith Bridge Company and Chicago, Burlington & Northern Railroad Company.

* * * * * * * * *

This Indenture, made this 25th day of February A. D. 1889, between the Dunleith and Dubuque Bridge Company, party of the first part, and the Chicago, Burlington and Northern Railroad Company, party of the second part,

Witnesseth: Whereas the party of the first part is the owner of a railroad bridge across the Mississippi river between the city of Dubuque, in the State of Iowa, and the town of East Dubuque, in the State of Illinois, and of a railroad track in the city of Dubuque extending from the westerly end of said bridge to the south line of Jones street:

And Whereas the party of the second part is the owner of and operating a line of railway in the State of Illinois along or near the easterly bank of

the Mississippi river, and has, by a certain indenture in writing made with the Illinois Central Railroad Company and bearing even date herewith, acquired the right to run its cars, engines and trains over certain tracks of the last-named company leading to and connecting with the easterly end of the said railroad bridge:

And Whereas the party of the second part is engaged in the transportation of passengers and freight over its said line of railway to and from the city of Dubuque, and for the more convenient transaction of such business is desirous of using the railroad bridge and track of the party of the first part for the passage of passenger and freight trains across the Mississippi river between Dubuque and East Dubuque:

Now, Therefore, In consideration of the premises and of the covenants and agreements of the said party of the second part hereinafter contained, the said party of the first part hereby grants to the party of the second part the right to use the said bridge and railroad track for the passage of its locomotive engines and passenger and freight trains to and from the city of Dubuque, subject to the terms and conditions hereinafter expressed.

Any other railroad company may be allowed to use the said bridge and railroad track for the passage of its trains upon such terms as have been, or may be hereafter, agreed upon between such company and the party of the first part.

The party of the second part shall have the right to the passage of trains over said bridge at all hours of the day and night, provided it shall not unreasonably interfere with the passage of the trains of other companies over the same; but so long as the Illinois Central Railroad Company shall continue to use the said bridge, that corporation shall have the right to arrange the time-table for each company using said bridge and track, which right shall be judiciously exercised, so as not to produce unnecessary inconvenience to the public, or to the said party of the second part.

Preference shall be given in all cases to the passage of passenger trains.

The party of the second part shall be at the expense of moving its own trains, and shall assume and pay all expenses incident thereto, including the turning of switches, and no engine or car shall be moved over said bridge or track faster than six miles an hour.

The party of the first part shall have general supervision and control of said bridge and track, and may make, from time to time, such reasonable regulations for the use thereof as it shall deem proper.

The party of the first part shall signal the trains of the party of the second part at all times of the day and night, and for that purpose shall employ skillful signalmen and other servants, and shall keep the draw closed except when open for the passage of boats.

The party of the first part shall maintain the said bridge and track, and keep the same in repair, so that trains may safely pass at all times except when the crossing shall be necessarily temporarily suspended while the bridge is undergoing repairs, or when the draw is open for the passage of boats. In case of the destruction of the bridge by ice or flood, it shall be restored as soon as practicable by the party of the first part. If any such casualty

shall occur during the first six years of the continuance of this contract, the cost of reparation shall be borne by the party of the first part.

Accurate books of account shall be kept by the party of the first part, which shall show the taxes paid by the said party of the first part on said bridge and track, and all sums paid for maintenance, operation, renewals, repairs, betterments and additions, which books shall always be open to the inspection of the directors and officers of the party of the second part.

In consideration of the foregoing grant, the party of the second part agrees that it will pay to the said party of the first part, for the right to use said bridge and railroad track, the sum of eighteen thousand ($18,000) per annum, payable in equal monthly installments of one thousand five hundred dollars ($1,500) each, on or before the last day of each calendar month for that month, at the office of the party of the first part in the city of Chicago, and that, in addition thereto, it will pay such proportion of the cost of operating and maintaining the said bridge and track, including all sums paid for taxes, operation, renewals, repairs, betterments and additions, as the number of engines and cars moved across said bridge, by the party of the second part, shall bear to the whole number of engines and cars moved over said bridge by all parties using the same. An accurate account shall be kept showing the number of engines and cars moved across said bridge, which shall always be open to the inspection of the party of the second part. Monthly statements of such account shall be rendered to the party of the second part, and settlements shall be made of these expenses on or before the fifteenth (15th) day of each month.

It is understood that the sum above agreed to be paid by the party of the second part has been fixed upon by both parties for the local traffic of the party of the second part originating at or consigned to the city of Dubuque, which will pass over the said bridge; and it is hereby covenanted and agreed, that if the said party of the second part shall own or control any line of railway extending beyond the city of Dubuque, on the west side of the Mississippi river, or make any traffic alliance, or any interchange of business, with any such line of railways, the amount to be paid by the party of the second part for the use of the said bridge, shall be subject to readjustment and increase from time to time, as shall be just and reasonable. Readjustments may be demanded by either party as often as once in each year, and if, upon any such occasion, the amount to be added to the said eighteen thousand dollars per annum, on account of such new business, can not be mutually agreed upon by the parties, it shall be submitted to referees, one to be appointed by each party hereto, and the two so appointed to select a third, and the decision of said referees, or a majority of them, shall be final and binding upon both parties. Should either party fail to select and name a referee within twenty days from the time it shall have been requested in writing by the other party so to do, or should the referee chosen by such party refuse or fail to act and a substitute willing to act shall not have been selected and named before the expiration of the said twenty days, the referee selected by the party demanding the reference shall name the second referee and those two shall appoint a third. The decision of a majority of the referees so chosen shall be final and binding on the parties hereto. When any readjustment

shall have been made by agreement of the parties or by arbitration, such readjustment shall continue in force until the same shall be changed by a new agreement or arbitration.

This contract shall commence on the first day of March, A. D. 1889, and shall continue in force for six years from that date, and indefinitely thereafter, until the same shall be terminated by notice given by one party to the other, in the manner next hereinafter provided: If either party shall be desirous of terminating the said contract after the expiration of the said term of six years, and shall, at any time after three years from the first day of March, A. D. 1889, give the other party three years' previous notice in writing of such its desire and intention, and shall duly perform and observe all the covenants hereinbefore contained on the part of such party to be performed and observed up to the time of such determination, then, and in such case, at the expiration of the time mentioned in such notice, which shall not be less than three years, this indenture, and everything therein contained, shall cease and absolutely determine: Provided, always, and it is hereby agreed and declared, that neither party shall be permitted to terminate the said contract by giving the notice hereinabove provided for, so long as the indenture bearing even date herewith, made by the party of the second part with the Illinois Central Railroad Company, providing for the use of a part of that company's railroad, shall continue in force, and a notice to terminate the same shall not have been given pursuant to the provisions in that behalf therein contained.

The party of the second part further covenants and agrees, in consideration of the foregoing grant, that it will not, within three years from the date of this indenture, nor at any time thereafter, before notice shall have been given by one party to the other, for the termination of this contract agreeably to the provisions in that behalf herein contained, undertake, or promote, or in any way aid or assist in the construction of any new bridge across the Mississippi river, in the vicinity of the said city of Dubuque, or permit the authority granted to the said party of the second part, its successors and assigns, by an Act of Congress, approved July 19, 1886, and entitled, "An Act to authorize the construction of a railroad, wagon and foot passenger bridge across the Mississippi river, at or near Dubuque in the State of Iowa," to be used or exercised for that purpose; and the said party of the second part further covenants and agrees that it will cause the said Act of Congress, and the powers and authority thereby conferred, to be made over and assigned in due form of law to Alexander G. Hackstaff and J. Murray Forbes, as trustees, to be held by them in trust for the joint and equal benefit of both parties hereto, for the term of three years from the date of this indenture, and indefinitely thereafter until notice shall be given by one of the parties hereto to the other for the termination of this contract, conformably to the provisions on that subject hereinbefore contained. On such notice being given by either party the said Act of Congress and the powers and authority thereby conferred shall revert to the said party of the second part, and said trustees shall on demand execute all proper instruments to reconvey and evidence the re-transfer thereof. And it is further covenanted and agreed, that during the continuance of the said trust, neither party hereto shall part with its

interest in the said Act of Congress, or in the rights, powers and privileges thereby conferred, or make any use or disposition thereof, without the written concurrence of the other.

It is further understood and agreed and these presents are upon the express condition that if the rent or any of the money payments due to the party of the first part under the provisions of this contract, or any part thereof, shall at any time be in arrear and unpaid for sixty days after the same ought to have been paid, whether the same shall have been expressly demanded or not, and such default shall continue for thirty days, then and in such case it shall be lawful for the party of the first part, at its election, absolutely to determine this indenture by a notice in writing to be served upon the President or Secretary of the party of the second part, or any executive officer in charge of any division of its road, or left for the party of the second part at its principal business office in the city of Dubuque, and thereupon, immediately after the delivery of such notice, the said party of the first part and its railroad bridge and track hereinbefore referred to shall thenceforth be freed and discharged from all obligations created by this indenture which then remain unperformed, and thereafter in such case the said party of the second part shall neither have nor attempt to acquire the right to use the said railroad bridge and track for the passage of its trains, except with the written consent of the said party of the first part, and upon such terms as shall be mutually agreed upon by both parties hereto. And it is further mutually agreed that if this contract shall be determined by notice given by the party of the first part, pursuant to the provisions in that behalf last above set forth, at any time before the expiration of the term of six years commencing on the first day of March, A. D. 1889, the said party of the second part shall nevertheless be holden and firmly bound to pay, and shall pay to the party of the first part on demand, as liquidated damages for the failure of the said party of the second part strictly to observe the terms of this contract, a sum of money equal to the entire rent or compensation payable to the party of the first part by the preceding terms of this indenture—to be computed at the rate of eighteen thousand dollars per annum—for the whole residue of the said term of six years then unexpired.

This indenture and all the stipulations and agreements therein contained shall apply to and bind the successors and assigns of the respective parties hereto.

In witness whereof the party of the first part and the party of the second part have hereto set their respective corporate seals, and each has caused these presents to be signed by its President and attested by its Secretary on the day and year first above written.

Dunleith and Dubuque Bridge Company,
[SEAL] *By* STUYVESANT FISH,
President.

Attest:
CALEB H. BOOTH, *Secretary.*

Chicago, Burlington and Northern Railway Company,
[SEAL] *By* LESTER O. GODDARD,
President.
Attest:
HENRY W. WEISS, *Secretary.*

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK.

I, Geo. S. Hickok, a Notary Public in and for said City and County of New York, do hereby certify that Stuyvesant Fish, who is personally well known to me to be the President of the Dunleith and Dubuque Bridge Company, and the identical person whose name is subscribed to the foregoing instrument as President of the said Company, appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said Dunleith and Dubuque Bridge Company, and that he executed the same freely and voluntarily as President of said Company.

In Witness Whereof, I have hereunto set my hand and notarial seal the 2d day of March, A. D. 1889.

GEO. S. HICKOK,
[SEAL] *Notary Public, New York County.*

STATE OF IOWA,
COUNTY OF DUBUQUE. } ss.

I, Ed. W. Duncan, a Notary Public in and for said County of Dubuque, do hereby certify that Caleb H. Booth, who is personally well known to me to be the Secretary of the Dunleith and Dubuque Bridge Company, and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company, appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said Dunleith and Dubuque Bridge Company, and that he executed the same freely and voluntarily as Secretary of said Company.

In Witness Whereof, I have hereunto set my hand and notarial seal the 5th day of March, A. D. 1889.

ED. W. DUNCAN,
[SEAL] *Notary Public.*

STATE OF ILLINOIS,
COUNTY OF COOK. } ss.

I, Chester M. Dawes, a Notary Public in and for said County of Cook, do hereby certify that Lester O. Goddard, who is personally well known to me to be the President of the Chicago, Burlington and Northern Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as President of the said Company, and Henry W. Weiss, who is personally well known to me to be the Secretary of the Chicago, Burlington and Northern Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company, severally appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said Chicago, Burlington and Northern Railroad Company, and that they severally executed the same freely and voluntarily as President and Secretary of said Company.

In Witness Whereof I have hereunto set my hand and notarial seal the 15th day of March, A. D. 1889.

CHESTER M. DAWES,
[SEAL] *Notary Public.*

ASSIGNMENT OF AGREEMENT, March 15, 1889, Chicago, Burlington and Northern Railroad Company to Alexander G. Hackstaff and J. Murray Forbes, Trustees.

This Indenture, made this 15th day of March A. D. 1889, between the Chicago, Burlington and Northern Railroad Company, a corporation duly organized under the laws of the State of Illinois, party of the first part, and Alexander G. Hackstaff and J. Murray Forbes, Trustees, parties of the second part,

Witnesseth:

Whereas, by a certain indenture bearing date the 25th day of February, A. D. 1889, between the Dunleith and Dubuque Bridge Company and the Chicago, Burlington and Northern Railroad Company, a copy whereof is hereto annexed, the said Dunleith and Dubuque Bridge Company did, in consideration of the covenants and agreements of the said Chicago, Burlington and Northern Railroad Company therein contained, and subject to the terms and conditions therein expressed, grant to the said Chicago, Burlington and Northern Railroad Company the right to use the railroad bridge across the Mississippi river between the city of Dubuque, in the State of Iowa, and the town of East Dubuque, in the State of Illinois, and the railroad track in the city of Dubuque, extending from the westerly end of said bridge to the south line of Jones street, belonging to the said Dunleith and Dubuque Bridge Company, for the passage of the locomotive engines and passenger and freight trains of the said Chicago, Burlington and Northern Railroad Company to and from the city of Dubuque:

And Whereas, in and by the said indenture, the said Chicago, Burlington and Northern Railroad Company, in consideration of the aforesaid grant, did, among other things, covenant and agree to and with the said Dunleith and Dubuque Bridge Company that it would not within three years from the date of the said indenture, nor at any time thereafter, before notice should have been given by one party to the other for the termination of the said contract, agreeably to the provisions in that behalf therein contained, undertake or promote, or in any way aid or assist in the construction of any new bridge across the Mississippi river in the vicinity of the said city of Dubuque, or permit the authority granted to the said Chicago, Burlington and Northern Railroad Company, its successors and assigns, by an Act of Congress approved July 19, 1886, entitled, "An Act to authorize the construction of a railroad, wagon and foot-passenger bridge across the Mississippi river at or near Dubuque, in the State of Iowa," to be used or exercised for that purpose, and that it would cause the said Act of Congress, and all the powers and authority thereby conferred to be made over and assigned in due form of law to Alexander G. Hackstaff and J. Murray Forbes as Trustees, to be held by them in trust for the joint and equal benefit of the said Dunleith and Dubuque Bridge Company, and the said Chicago, Burlington and Northern Railroad Company for the term of three years from the date of the said indenture, and indefinitely thereafter, until notice should be given by one of the parties thereto to the other for the

termination of the said contract conformably to the provisions on that subject therein contained:

Now, therefore, in compliance with the said covenant, and in consideration of the premises and the sum of one dollar by the said parties of the second part hereto in hand paid to the said party of the first part, the said party of the first part does hereby assign, transfer and set over to the said parties of the second part, their successors and assigns, the said Act of Congress approved July 19, 1886, entitled, "An act to authorize the construction of a railroad, wagon and foot passenger bridge across the Mississippi river at or near Dubuque, in the State of Iowa," and all the rights, powers, privileges and authority thereby conferred, to be held by them in trust for the joint and equal benefit of the said Dunleith and Dubuque Bridge Company and the said Chicago, Burlington and Northern Railroad Company for the term and to and for the uses and purposes and upon the conditions in the said indenture of February 25, 1889, set forth and declared, that is to say, for the term of three years from the date of the said indenture and indefinitely thereafter, until notice shall be given by one of the parties thereto to the other for the termination of the contract therein contained, conformably to the provisions on that subject therein expressed, which said provisions are as follows, to wit:

"This contract shall commence on the first day of March, A. D. 1889, and shall continue in force for six years from that date, and indefinitely thereafter, until the same shall be terminated by notice given by one party to the other, in the manner next hereinafter provided: If either party shall be desirous of terminating the said contract after the expiration of the said term of six years, and shall, at any time after three years from the first day of March, A. D. 1889, give the other party three years' previous notice in writing of such its desire and intention, and shall duly perform and observe all the covenants hereinbefore contained on the part of such party to be performed and observed up to the time of such determination, then, and in such case, at the expiration of the time mentioned in such notice, which shall not be less than three years, this indenture, and everything therein contained, shall cease and absolutely determine: *Provided, always,* and it is hereby agreed and declared, that neither party shall be permitted to terminate the said contract by giving the notice hereinabove provided for, so long as the indenture bearing even date herewith, made by the party of the second part with the Illinois Central Railroad Company, providing for the use of a part of that Company's railroad, shall continue in force, and a notice to terminate the same shall not have been given pursuant to the provisions in that behalf therein contained."

Upon such notice being given by either party to the said indenture, but not before, the said Act of Congress and all the rights, powers, privileges and authority thereby conferred shall revert to the said party of the first part, and the said parties of the second part shall, on demand, execute all proper instruments to reassign and evidence the retransfer thereof.

In Witness Whereof the said party of the first part has caused its corporate seal, attested by its Secretary, to be hereto affixed, and these presents

to be signed, acknowledged and delivered by its President the day and year first above written.

Chicago, Burlington and Northern Railroad Company,
[SEAL] *By* LESTER O. GODDARD
President

Attest:
HENRY W. WEISS,
Secretary.

The parties of the second part hereby accept the trust created by the foregoing indenture, and covenant with the said Chicago, Burlington and Northern Railroad Company and the said Dunleith and Dubuque Bridge Company that they will execute the same according to the true intent and meaning thereof.

In Witness Whereof they have hereunto set their hands and seals this 19th day March A. D. 1889.

ALEXANDER G. HACKSTAFF [SEAL]
J. MURRAY FORBES [SEAL]

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, Chester M. Dawes, a Notary Public, in and for said Country of Cook, do hereby certify that Lester O. Goddard, who is personally well known to me to be the President of the Chicago, Burlington and Northern Railroad Company and the identical person whose name is subscribed to the foregoing instrument as President of the said Company, and Henry W. Weiss, who is personally well known to me to be the Secretary of the Chicago, Burlington and Northern Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company, severally appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said Chicago, Burlington and Northern Railroad Company, and that they severally executed the same freely and voluntarily as President and Secretary of said Company.

In Witness Whereof I have hereunto set my hand and notarial seal, the 15th day of March A. D. 1889.

[SEAL] CHESTER M. DAWES
Notary Public

DEED, February 25, 1889, Illinois Central Railroad Company and Chicago, Burlington and Northern Railroad Company.

* * * * * * * * *

This Indenture, made this 25th day of February, A. D. 1889, between the Illinois Central Railroad Company, party of the first part, and the Chicago, Burlington and Northern Railroad Company, party of the second part, both corporations organized under the laws of the State of Illinois,

Witnesseth: Whereas the party of the first part owns and operates a line of railroad, extending southeasterly towards Chicago from the east end of

the railroad bridge over the Mississippi River, known as the Dunleith and Dubuque bridge, in Jo Daviess county, Illinois, and the party of the second part owns and operates a railroad extending from the city of Fulton, in Whiteside county, Illinois, northerly to a point on the Illinois Central Railroad, in the county of Jo Daviess, at the west end of what is known as Portage Curve; which road connects with and is operated in connection with a line of railroad extending from the State line between Illinois and Wisconsin to St. Paul in the State of Minnesota:

And, whereas, in making its said connection the party of the second part used a portion of the right of way of said party of the first part between Second street, in East Dubuque, and Portage Curve, to which it is unable to acquire title, and by a deed bearing even date herewith has conveyed to the party of the first part all its railroad tracks constructed between said last named points:

Now, therefore, in order to make such connection complete and to obtain a connection with and the use of the Dubuque and Dunleith bridge, and in consideration of the premises the parties hereto covenant and agree with each other as follows:

First.—The party of the first part hereby grants unto the party of the second part the right to connect its said railroad and to maintain connections of its said railroad with the railroad of the party of the first part at the said Portage Curve, and also in East Dubuque, and to run its cars, engines, and trains over the tracks of the party of the first part between said point of junction and Second street, in the city of East Dubuque. The right hereby granted shall extend to the use of both of the main tracks of the said party of the first part and the adjacent side tracks and switches appurtenant thereto and used for side-tracking for the purpose of meeting and passing trains, and shall be exercised and enjoyed in common with the party of the first part and such other railroad company or companies as the said party of the first part may permit to use the railroad tracks above described. But nothing herein contained shall be so construed as to prevent the party of the first part from readjusting its tracks as the necessities of business or convenience may from time to time require, provided that the convenient use of the said tracks shall always be preserved to the said party of the second part.

Second.—The party of the first part also grants unto the party of the second part the right to lay down and maintain on the grounds of the party of the first part in East Dubuque, between Second street and a point five hundred and fifty (550) feet north of the center line of the Jack-Knife Draw, so called, certain tracks for its separate use, to be laid and maintained as shown upon the plat hereto attached, marked "Exhibit A." But it is distinctly understood and agreed that the party of the first part shall have the right to make such connections of its tracks with every track so laid or used by the party of the second part, and to put in and maintain such crossing frogs and fixtures over or upon the same, for the use and accommodation of the party of the first part and its tenants or licensees as the said party of the first part shall deem proper; but said connections and crossings shall not be used so as to unnecessarily embarrass or hinder the

movement of engines and trains upon the main track of the party of the second part. The party of the second part shall also be entitled to the joint use, in common with the party of the first part and such other railroad company or companies as the party of the first part may admit to the use of the same, of the tunnel and tunnel track leading to the east end of the Dunleith and Dubuque bridge, and the station house, the engine house and its appurtenances, and the side tracks in the yard or station grounds at East Dubuque belonging to the said party of the first part, except the tracks adjacent to the grain elevator and the two river warehouses of the party of the first part, and used in connection therewith: Provided, however, that if the said party of the first part shall hereafter desire to remove the said engine house and its appurtenances it shall be at liberty to do so upon giving the party of the second part ninety days' notice in writing of such its intention, and at the expiration of such notice the right of the said party of the second part to the joint use of the said engine house shall cease. If any additional tracks shall be required for the use of the party of the second part between Second street and the point above mentioned, five hundred and fifty (550) feet north of the centre line of the Jack Knife Draw, all matters relating thereto shall be settled by mutual agreement of the parties hereto; but no new track shall be laid without the consent and approval of the party of the first part. It is understood that the tracks at the Jack-Knife Draw shall be rearranged, if practicable, so as to dispense with the said Jack-Knife Draw, but this change, if made, shall be in conformity to plans approved by both parties hereto and at their joint expense.

Third.—The party of the first part shall, at its own expense, within six months from the date hereof, and as much sooner as practicable, reduce the gradients of its original or easterly main track between Portage Curve and East Dubuque, so that the party of the second part can run its usual and customary freight trains over the same without the use of an auxiliary engine, if it shall appear that the present gradients are such as to prevent its engines from hauling the trains usually hauled on the tracks of the party of the second part south of Portage Curve and north of East Dubuque between Savanna and St. Paul. Connections are to be made at Portage Curve and in East Dubuque suitable for the operation by both parties of a double-track railroad between those points, and for the convenient passage of all trains through East Dubuque and through the tunnel to the Dunleith and Dubuque bridge.

Fourth.—The cars, engines, and trains of the party of the second part shall be run over and upon the tracks and the portion of said railroad so to be used in common, under and according to the orders and directions of the party of the first part, to be given through its officers, agents, and servants, but such orders and directions shall be reasonable, and afford the said party of the second part fair and ample privileges for the prompt and efficient movement of its cars, engines and trains. Trains of the same class belonging to any party entitled to the use of the said railroad shall be moved and run over said tracks on an equal footing and without discrimination. Passenger trains shall in all cases have priority over freight trains. The officers, agents, and servants of the party of the first part, authorized by it to give

orders and directions for the movement over the portion of road referred to of cars, engines, and trains, shall be deemed employes of both parties, to the extent that the party of the first part shall not be responsible for any damage, injury, or loss of any kind, caused by their negligence in giving, or failing to give, such orders and directions to the party of the second part, or employes on its trains; neither shall the party of the first part be liable to the party of the second part for any loss, injury, or damage caused by defects in the railroad or appliances used in common under this contract; provided, however, that upon the request in writing of the manager of the party of the second part, and for good and sufficient cause, any such employe shall be discharged by the party of the first part and not thereafter employed upon that part of the road except with its consent.

Fifth.—The party of the second part shall have the right to maintain for its own use and operate the several railroad tracks and switches heretofore laid or constructed by it and now situated upon the strip of ground belonging to the party of the first part lying between the Mississippi River and the bluff, and extending from the point hereinabove mentioned, situated five hundred and fifty (550) feet north of the Jack-Knife Draw, to a point about three hundred (300) feet south of the Wisconsin State line, as shown upon the map hereto annexed, marked "Exhibit B." But in case the party of the first part should hereafter determine to extend its line of railroad northerly from East Dubuque, along the east bank of the Mississippi River, or should it become interested in any line of railroad to be built from East Dubuque northerly along the east bank of the Mississippi River, it is distinctly understood and agreed that a roadway thirty (30) feet wide upon and along the westerly side of the strip of ground above described, may be occupied, and the same is hereby excepted and reserved by the party of the first part for that purpose; and the said party of the second part shall, within six (6) months after service of notice so to do, remove from the said roadway so reserved any track or tracks or other works or structures it may have thereon, and shall thereafter be restricted to the use and occupation of the residue of the above-described strip of ground lying between the said roadway so reserved and the bluff: Provided, that if the right to use the tracks of the said party of the second part for the purposes above indicated can be secured on satisfactory terms, the party of the first part may, at its option, waive the specific enforcement of the rights reserved in this article for such length of time as may be agreed upon, and shall not be precluded thereby from afterwards demanding such strict enforcement, if it shall so elect. It is also mutually understood and agreed that if at any time or times the passage of trains across the Dunleith and Dubuque bridge shall be interrupted, the party of the first part shall have the right, for itself, its tenants and licensees, while such interruption shall continue, to use jointly with the said party of the second part the graded incline now existing, together with the tracks necessary to the use thereof, north of the said bridge, to aid in and expedite the transfer of its engines and cars by boat across the river.

Sixth.—The party of the second part agrees to pay to the party of the first part, as rent or compensation for the rights and privileges hereinbe-

fore granted, the sum of twenty-one thousand dollars ($21,000) per annum, payable in equal monthly installments of seventeen hundred and fifty dollars ($1,750) each, on or before the last day of each calendar month for that month, at the office of the party of the first part in Chicago, Illinois, in addition to its proportion of the cost of maintenance, renewals and repairs, as hereinafter provided.

Seventh.—The party of the first part agrees to keep the double-track railroad used in common hereunder, and all its appurtenances and accessories, in good condition and repair; to keep accurate accounts of the cost and expense thereof, and of all taxes and special assessments assessed upon the property used in common, of the cost of policing the same, and of the joint station expenses at East Dubuque, and monthly, on or about the tenth (10th) day of each month, to render to the party of the second part a detailed statement of such costs and expenses for the preceding month, together with the total mileage and wheelage over the road so used in common of all parties using the same during the preceding month. The party of the second part agrees to return to the party of the first part at its office in Chicago, on or about the fifth (5th) day of each month, a true statement of its mileage and wheelage for the preceding month over the road so used in common, and to pay to the party of the first part, on the fifteenth (15th) day of each month, at its office in Chicago, such a proportion of said costs and expenses for the preceding month as the number of wheels per mile run over or upon such road, or any part thereof, by the party of the second part during such preceding month bears to the whole number of wheels per mile run over said road, or any part thereof, during the same month by all parties using the same. All tracks, sidings, and switches set apart for the separate and exclusive use of the party of the second part shall be maintained and kept in repair by the party of the second part at its sole cost and expense.

Eighth.—Should any additional side tracks or other permanent improvements be provided for the common use of the parties hereto, the party of the second part shall pay to the party of the first part, in addition to the rent or compensation hereinbefore provided, three per centum per annum, upon the cost of such additions and improvements, payments to be made monthly on the last day of each month, as provided in the sixth article.

Ninth.—This contract shall commence on the first day of March A. D. 1889, and shall continue in force for six years from that date, and indefinitely thereafter until the same shall be terminated by notice given by one party to the other in the manner next hereinafter provided. If either party shall be desirous of terminating the said contract after the expiration of the said term of six years, and shall at any time after three years from the first day of March A. D., 1889, give the other party three years' previous notice in writing of such its desire and intention, and shall duly perform and observe all the covenants hereinbefore contained on the part of such party to be performed and observed up to the time of such determination, then and in such case, at the expiration of the time mentioned in such notice, which shall not be less than three years, the preceding articles of this indenture and everything therein contained shall cease and absolutely determine: Provided, always, and it is hereby agreed and declared, that neither party shall

be permitted to terminate the said contract by giving the notice provided for in this article so long as the contract bearing even date herewith made by the party of the second part with the Dunleith and Dubuque Bridge Company, providing for the use of that company's bridge shall continue in force, and a notice to terminate the same shall not have been given pursuant to the provisions in that behalf therein contained.

Tenth.—It is further understood and agreed, and these presents are upon the express condition, that if the rent, or any of the money payments due to the said party of the first part under the provisions of this contract, or any part thereof, shall at any time be in arrear and unpaid for sixty days after the same ought to have been paid, whether the same shall have been expressly demanded or not, or if the said party of the second part shall at any time fail or neglect to perform and observe any of the covenants, conditions or agreements contained in this indenture, and on its part to be performed and observed, and such default shall continue for thirty days, then and in such case it shall be lawful for the party of the first part, at its election, absolutely to determine this indenture by a notice in writing, to be served upon the President or Secretary of the party of the second part, or any executive officer in charge of this division of its road, or left for the said party of the second part at its principal business office in Chicago, Illinois; and thereupon, immediately after the delivery of such notice, the said party of the first part and its railroad and railroad property hereinbefore referred to, shall thenceforth be freed and discharged from all obligations created by this indenture which then remain unperformed. And it is further mutually agreed that if this contract shall be determined by notice given by the party of the first part pursuant to the foregoing provisions of this article at any time before the expiration of the term of six years, commencing on the first day of March, A. D., 1889, the said party of the second part shall nevertheless be holden and firmly bound to pay, and shall pay, to the party of the first part on demand, as liquidated damages for the failure of the said party of the second part strictly to observe the terms of this contract, a sum of money equal to the entire rent or compensation payable to the party of the first part by the terms of the sixth article of this indenture for the whole residue of the said term of six years then unexpired.

Eleventh.—In case this contract shall be terminated by notice given by either party pursuant to the provisions of the ninth article of this indenture, the party of the first part agrees to reconvey to the party of the second part so much of the railroad conveyed by the party of the second part to the party of the first part, by deed bearing even date herewith, as lies beyond the limits of the road or right of way of the party of the first part, between East Dubuque and Portage Curve—the same being in some places one hundred (100) feet, and in others two hundred (200) feet, in width—as the same was laid out and held prior to the first day of September, A. D. 1885: Provided, the said party of the second part shall first, and before the termination of the said contract, at its own cost and expense, prepare the bed for a new railroad track along the westerly side of the present easterly main track of the party of the first part and upon a level with it, and construct thereon a new railroad track for the said party of the first part, to take the

place of that which shall be reconveyed to the party of the second part; and the right is hereby granted to the party of the second part to construct such new road-bed so far as practicable on the right of way and land of the party of the first part, without cost to the party of the second part for the land so used. All filling and grading and ditching, all bridges and culverts, and all material of every kind required for the construction of said new road-bed and track, and its suitable protection where exposed to the action of water, including earth, stone, timber, iron, steel, steel rails, ties and ballast, must be done, provided and furnished by the party of the second part at its own cost and expense. All materials used in the work must be new and the best of their respective kinds, and both the materials and workmanship such as are required in the construction of railroads of the first class. Should the party of the second part give the notice provided herein, and decide to construct for its own use a new line of road between Portage Curve and the Wisconsin State line, it shall have the right to construct and throw out not exceeding five switches, switch-tracks and connections to facilitate the work of construction at any place between East Dubuque and Portage Curve, the same to be removed before this contract expires; and this indenture and everything therein contained, shall be without prejudice to any right the party of the second part may now have to construct an independent line, and to resort to the exercise of the right of eminent domain in the manner provided by law for the purpose of acquiring the necessary land on which to construct a road between Portage Curve and the Wisconsin State line; but this provision shall not preclude the party of the first part from contesting the existence of any right to appropriate any part of its right of way or other property, or from resisting any condemnation proceeding which may be commenced for that purpose by the party of the second part.

Twelfth.—This contract shall be construed liberally so as to perfect and to secure each party the privileges and benefits herein provided or manifestly intended; and if any question as to the proper construction of any of the provisions herein contained or any difference as to any act or duties claimed to be involved in the performance hereof shall arise, if the same can not be amicably adjusted by and between the parties it may be submitted to referees to be chosen in the manner following: The party demanding the reference shall serve upon the other party a notice of such demand, stating the question upon which it demands the judgment of the referees, and the name of one referee by it chosen. The party so notified shall, within ten days after receiving such notice select a second referee and notify the other party thereof in writing. The referees so selected shall, within a reasonable time meet and select a third referee and fix a time and place for hearing the parties of which they shall be notified in writing. If any referee shall fail or refuse to act, the party by whom he was chosen shall select another to act in his place. The award of any two of said referees made after hearing the party or parties who have attended in compliance with the notice required to be given as above stated shall be final and binding on the parties, and they severally hereby expressly agree to be bound thereby.

Thirteenth.—This indenture, and all the stipulations and agreements

therein contained, shall apply to and bind the successors and assigns of the respective parties hereto.

In Witness Whereof the party of the first part and the party of the second part have hereto set their respective corporate seals, and each has caused these presents to be signed by its President and attested by its Secretary on the day and year first above written.

[SEAL] Illinois Central Railroad Company,
Attest: *By* STUYVESANT FISH,
A. G. HACKSTAFF, *President.*
Secretary.

[SEAL] Chicago, Burlington and Northern Railroad Company,
Attest: *By* LESTER O. GODDARD,
HENRY W. WEISS, *Secretary.* *President.*

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK. } ss.

I, Geo. S. Hickok, a Notary Public in and for said City and County of New York, do hereby certify that Stuyvesant Fish, who is personally well known to me to be the President of the Illinois Central Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as President of the said Company, and Alexander G. Hacktsaff, who is personally well known to me to be the Secretary of the Illinois Central Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company, severally appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said Illinois Central Railroad Company, and that they severally executed the same freely and voluntarily as President and Secretary of said Company.

In Witness Whereof, I have hereunto set my hand and notarial seal the 2d day of March, A. D. 1889.

[SEAL] GEO. S. HICKOK,
Notary Public, New York County.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Chester M. Dawes, a Notary Public in and for said County of Cook, do hereby certify that Lester O. Goddard, who is personally well known to me to be the President of the Chicago, Burlington and Northern Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as President of the said Company, and Henry W. Weiss, who is personally well known to me to be the Secretary of the Chicago, Burlington and Northern Railroad Company, and the identical person whose name is subscribed to the foregoing instrument as Secretary of the said Company, severally appeared before me this day in person, and acknowledged the said instrument to be the voluntary act and deed of the said

Chicago, Burlington and Northern Railroad Company, and that they severally executed the same freely and voluntarily as President and Secretary of said Company.

In Witness Whereof, I have hereunto set my hand and notarial seal the 15th day of March, A. D. 1889.

[SEAL] CHESTER M. DAWES,
Notary Public.

LEASE, March 1, 1899, Chicago, Burlington and Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture of Lease made and entered into this first day of March, A. D., 1899, by and between the Chicago, Burlington & Northern Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the same state, party of the second part;

Witnesseth: That Whereas, the party of the first part is the owner of and maintains a railroad extending from a point at or near the town of Oregon, in Ogle County, Illinois, westerly to the town of Savannah, in Carroll County, Illinois, and also from a point in the City of Fulton, in Whiteside County, Illinois, northerly to a connection with the above mentioned railroad at or near Savannah, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, where it makes a connection with the railroad of the Chicago, Burlington & Northern Railroad Company, a corporation of the States of Wisconsin and Minnesota, with a branch from Galena Junction to Galena, Illinois, the entire length of said first party's railroad being about one hundred and six (106) miles; and,

Whereas, the said first party has heretofore, in order to procure funds to pay for the construction and equipment of its road and other lawful purposes, been compelled to borrow large sums of money, for which it has issued its mortgage bonds, and for which it is now liable with interest; and,

Whereas, the said party of the second part owns and operates a line of railroad extending from Chicago to Oregon, to a connection at said point with the railroad of the first party: and it is believed to be for the mutual interest of the two Companies and of the public, that the said first party's railroad and property shall be leased to and operated by the second party; and,

Whereas, with this purpose in view, meetings of the respective boards of directors of said corporations have been duly and legally called and held, at which the lease and agreements herein contained were considered and acted upon, subject to ratification by the stockholders of the party of the first part; and,

Whereas, more than four-fifths of the said stockholders of the party of the first part have approved this lease in writing, as shown and indicated by their written instrument of approval hereto annexed,

Now, Therefore, this Indenture Witnesseth: That the party of the first part, the Chicago, Burlington & Northern Railroad Company, in consideration of the stipulations and agreements herein contained, to be kept and performed by the party of the second part, has granted, demised and leased, and does hereby grant, demise and lease to the said party of the second part, the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, for the period hereinafter stated, all and singular its railroad above described, and extending from Oregon to Savannah, and from Fulton, via Savannah, to the boundary line between the States of Wisconsin and Illinois as above described, together with all rights of way and depot and other lands, or interests therein, belonging to or connected with the said railroad: all station houses and other buildings and structures belonging thereto or used in connection therewith, together with all fixtures and appurtenances of said railroad, together with all other property of every kind and description belonging to or appurtaining to the said railroad or any part thereof.

To Have and to Hold the said railroad, and the premises and property above mentioned and described, unto the said Chicago, Burlington & Quincy Railroad Company for the period hereinafter named.

The said party of the second part, in consideration of the premises does hereby covenant and agree with the party of the first part, its successors and assigns, to take immediate possession of the said demised railroad and other property above mentioned and described, and to keep the said railroad equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public, and to pay or cause to be paid all taxes and assessments that may be lawfully charged or assessed against said railroad and property, or any part thereof, and to keep the said railroad and property and equipment in good condition and repair, and to return the same to the party of the first part at the expiration of this lease in as good condition and repair as they are at the commencement thereof.

The said party of the second part, in addition to the foregoing, and as rental for the use of the railroad and other property demised as aforesaid, agrees to pay the interest upon all the bonds issued by the party of the first part, as aforesaid and now outstanding, and the interest upon any renewals or extensions or replacements of said bonds, or any of them, as and when the several installments of the said interest mature and become due and payable: the interest coupons attached to the said several bonds being taken up and cancelled by the party of the second part as they respectively mature.

This lease shall take effect on the date hereof, and shall continue in force for the period of twenty-five (25) years from March 1st, 1899.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective

Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

Chicago, Burlington & Northern Railroad Company,
[SEAL] *By* C. I. STURGIS,
President.

Attest: H. W. WEISS,
Secretary.

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* C. E. PERKINS,
President.

Attest: T. S. HOWLAND,
Secretary. [$1.00 U. S. Rev. Stamp.]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered that on this tenth day of April, A. D., 1899, before me, a notary public in for for said County and State, personally came C. I. Sturgis, president of the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, who being by me duly sworn says that he is president of the said Chicago, Burlington & Northern Railroad Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing conveyance is the corporate seal of said Company, that it was affixed by order of said Company, and that he signed the corporate name of said Company to said conveyance by like order as president of said Company, and acknowledged that he as president signed and delivered said instrument as the free and voluntary act of said Company, and as his own free and voluntary act as such president, for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and official seal this tenth day of April, A. D., 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, } ss.
COUNTY OF DES MOINES. }

Be it remembered that on this Eleventh day of March, A. D., 1899, before me, a notary public in and for said County and State, personally came C. E. Perkins, president of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, who being by me duly sworn says that he is president of the said Chicago, Burlington & Quincy Railroad Company, that he knows the corporate seal of said Company, that the seal affixed to the foregoing conveyance is the corporate seal of said Company, that it was affixed by order of said Company, and that he signed the corporate name of said Company to said conveyance by like order as president

of said Company, and acknowledged that he as president signed and delivered said instrument as the free and voluntary act of said Company, and as his own free and voluntary act as such president, for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and official seal this Eleventh day of March, A. D., 1899.

[SEAL] H. E. JARVIS,

Notary Public for said County and State.

DEED, June 1, 1899, Chicago, Burlington and Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture, Made this first day of June, A. D. 1899, by and between the Chicago, Burlington and Northern Railroad Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both being corporations created, organized, and existing under and by virtue of the laws of the State of Illinois, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroads in the State of Illinois, to-wit:

Beginning at Oregon, in Ogle County, and extending thence north-westerly via Savanna, in Carroll County, to a point on the south boundary line of the State of Wisconsin, in Jo Daviess County, where it connects with the railroad of the Chicago, Burlington & Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota, a distance of about eighty-seven and twenty-four hundredths (87.24) miles; also extending from Savanna, aforesaid, to Fulton, in Whiteside County, a distance of about sixteen and seventy-two hundredths (16.72) miles; also a branch from Galena Junction to Galena, in Jo Daviess County, a distance of about three and eighty-two hundredths (3.82) miles; and,

Whereas, The railroads of the first party connect with the railroads of the second party, and form therewith continuous and connected lines of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroads, in connection with its own railroads, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroads, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described rail-

roads, and all its right, title, and interest therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; together with all the fixtures and appurtenances appertaining to the said railroads, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroads; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroads and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroads, or cause the same to be equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroads and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every fifteen shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroads and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

Chicago, Burlington and Northern Railroad Company,

[SEAL] *By* C. I. STURGIS, *President.*

Attest:

H. W. WEISS, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* C. E. PERKINS, *President.*

Attest:

T. S. HOWLAND, *Secretary.*

[U. S. Rev. Stamp $531.]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Be it remembered, that, on this 15 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. I. Sturgis, President of the Chicago, Burlington and Northern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington and Northern Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. I. Sturgis acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 15 day of June, A. D. 1899.

[SEAL] HERBERT HAASE,
Notary Public for said County and State.

STATE OF IOWA, } ss.
COUNTY OF DES MOINES. }

Be it remembered, that, on this 14th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14th day of June, A. D. 1899. W. F. MCFARLAND

[SEAL] *Notary Public for said County and State.*

RECORDED IN ILLINOIS

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CHICAGO, BURLINGTON AND NORTHERN RAILROAD COMPANY (WISCONSIN)

ARTICLES OF INCORPORATION, August 20, 1883, Winona, Alma and Northern Railway Company.

* * * * * * * * * *

We, the undersigned, A. Finkelnburg, Richard R. Kempter, J. C. Traer, Chas. W. Tracy and J. W. Traer, do hereby associate ourselves together as a Corporation under the laws of the State of Wisconsin, relating to the formation of Railroad Corporations for the purpose of locating, constructing, maintaining and operating a Railroad as stated in the following Articles:

Article 1. The name of the Corporation shall be the Winona, Alma and Northern Railway Company.

Article 2. The object of the corporation is to locate, construct, maintain and operate a railroad, with all necessary warehouses, wharfs and appurtenances from a point on the East bank of the Mississippi River in Buffalo County, State of Wisconsin, nearly opposite the City of Winona, in the State of Minnesota to the City of Menominee in the County of Dunn, State of Wisconsin, with a lateral branch from some point on such main line westward to and into the State of Minnesota.

Article 3. The length of said Railroad and Branch will be one hundred and twenty-five (125) miles located in the Counties of Buffalo, Pepin, Dunn, St. Croix and Pierce.

Article 4. The principal office of said Company shall be at Alma in Buffalo County, Wisconsin, but meetings of the Board of Directors may be held, and branch offices may be established in the States of Iowa, Illinois and Minnesota or either of them.

Article 5. The Capital Stock of the corporation shall be five hundred thousand dollars ($500,000) divided into five thousand shares (5000) of one hundred dollars ($100) each.

Article 6. Until the first annual meeting after the organization of said Company, the affairs of the Company shall be managed by a board of five Directors, who shall select a President and Vice President from their number and may appoint a Treasurer and Secretary and such other officers as they shall by their by-laws prescribe.

The names and residences of the directors herein referred to are as follows: A. Finkelnburg, Fountain City, Buffalo County, Wisconsin; Richard R. Kempter, Alma, Buffalo County, Wisconsin; J. C. Traer, Vinton, Iowa; Chas. W. Tracy, Oskaloosa, Ia.; J. W. Traer, Cedar Rapids, Iowa.

Article 7. The Board of Directors of said Company shall by their by-laws prescribe the time for holding the annual meetings of said Company and the number of its Directors.

In witness whereof we the above named Directors have hereunto subscribed our names and residence and the number of shares we have severally agreed to take of the Capital Stock of said Corporation this 20th day of August 1883.

A. Finkelnburg, Fountain City, Buffalo County, Wisconsin, Five (5) shares, Richard R. Kempter, Alma, Buffalo County, Wisconsin, Five (5) shares, J. C. Traer, Vinton, Iowa, Ten (10) shares, Chas. W. Tracy, Oskaloosa, Iowa, Ten (10) shares, J. W. Traer, Cedar Rapids, Iowa, Twenty (20) shares.

State of Wisconsin,
Buffalo County.

We, A. Finkelnburg, Richard R. Kempter and J. C. Traer, being severally first duly sworn on our oaths say, that we are three of the directors named in, and who have signed the foregoing Articles of Incorporation, that the signatures affixed to said Articles are the genuine signatures of the individuals purporting to have executed said Articles of organization, that it is the intention in good faith to construct, maintain and operate the railroad therein mentioned.

A. Finkelnburg
Richard R. Kempter
J. C. Traer

Subscribed and sworn to before me this 20th day of August 1883.

[seal] J. W. DeGroff,
Clerk of Circuit Court

State of Wisconsin,
Buffalo County.

We, J. W. Traer, President and Glenn W. Traer, Secretary of the Winona, Alma and Northern Railway Company, do hereby certify that we have carefully compared the above copy of Articles of Incorporation of said Company with the original now on file and of record in the office of said Company, and that the same is a true and correct copy of said Articles of incorporation and of the whole thereof.

Witness our hands this 14th day of November, 1883.

J. W. Traer,
President

Glenn W. Traer,
Secretary.

Resolved: That the Winona, Alma and Northern Railway Company extend its road from the original initial point in the State of Wisconsin, opposite the City of Winona, Minnesota to a point on the south line of said state of Wisconsin, at or near and into the city of Dunleith, in the State of Illinois, with a branch or branches from any point of said line southeasterly to and into the State of Illinois. The length of which extension will be one hundred and seventy five miles and the same is intended to be

made through the Counties of Trempealeau, LaCrosse, Vernon, Crawford and Grant in the State of Wisconsin, and the length of such branch being one hundred and twenty five miles and the same is intended to be made through the counties of Richland, Iowa, LaFayette and Green Counties, in the State of Wisconsin.

Resolved: That the above resolution be entered in the record of the proceedings of said Railway Company and that a copy of such record, certified by the President and Secretary of said Company, be filed and recorded in the office of the Secretary of State as provided by law. Dated this 15th day of October 1883, and signed by the Directors of said Company.

J. W. TRAER, Cedar Rapids, Iowa.
A. FINKELNBURG, Fountain City, Wis.
RICHARD R. KEMPTER, Alma, Wis'n.
CHAS. W. TRACY, Oskaloosa, Iowa
J. C. TRAER, Vinton, Iowa

COUNTY OF BUFFALO, } ss.
STATE OF WISCONSIN. }

A. Finkelnburg, J. W. Traer, Richard Kempter, being duly sworn upon oath depose and say each for himself, that they are directors of the Winona, Alma and Northern Railway Company, that the signatures to the above resolution are genuine, and that it is intended in good faith to construct and operate the railroad therein mentioned.

A. FINKELNBURG
J. W. TRAER
RICHARD R. KEMPTER
J. C. TRAER.

Subscribed and sworn to before me this 15th day of October 1883.

[SEAL] J. W. DEGROFF,
Clerk of Circuit Court of Buffalo County, Wis.

PATENT, August 21, 1883, Winona, Alma and Northern Railway Company.

* * * * * * * * *

RAILROAD PATENT

STATE OF WISCONSIN

To All to Whom these Presents shall Come,
Greeting:

Whereas, August Finkelnburg, Richard R. Kempter, J. C. Traer, Charles W. Tracy, and J. W. Traer have filed in the Office of the Secretary of State, certain Articles of Association, with a view to forming a Corporation to be known as The Winona Alma and Northern Railway Company, with a capital of Five hundred thousand dollars ($500,000.00), for the purpose of constructing, maintaining and operating a Railroad from a point on the east bank of the Mississippi river in Buffalo County, State of Wisconsin, to the city of Menomonie in the county of Dunn State of Wisconsin, with a branch

from some point on such main line, to and into the State of Minnesota, and having complied with the provisions of the statutes in such case made and provided; *Therefore* the State of Wisconsin does hereby grant unto the above named persons, and their sucessors and assigns, full authority by and under the said name of The Winona Alma and Northern Railway Company to exercise the powers and privileges of a corporation, for the purposes above stated, and in accordance with their said Articles of Association and the laws of this State.

In Witness Whereof, These presents have been attested with the Great Seal, and signed by the Governor and countersigned by the Secretary of the State of Wisconsin, at Madison the twenty first day of August, in the year one thousand eight hundred and eighty three.

[SEAL]

J. M. RUSK,
Governor.
ERNST G. TIMME,
Secretary of State.

DEED, October 12, 1885, Winona, Alma and Northern Railway Company to Chicago, Burlington and Northern Railroad Company.

* * * * * * * * *

This Agreement made and entered into this twelfth day of October, A. D. 1885, by and between the Winona, Alma and Northern Railway Company, party of the first part, and the Chicago, Burlington and Northern Railroad Company, party of the second part,

Witnesseth: Whereas, the said first party is authorized to build a railroad from a point on the state line between the States of Illinois and Wisconsin, in Grant County, near Dunleith in the State of Illinois, thence northerly to a point on the state line between the States of Wisconsin and Minnesota in Pierce County, Wisconsin, near the town of Prescott in said County, the said line passing into and near the towns of Prairie du Chien, La Crosse and Alma as places upon its line, and into and through the following counties of the State of Wisconsin, to-wit: Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin and Pierce, and

Whereas said first party has definitely located its said line in the following Counties by filing maps of its route therein, to-wit: Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin, Pierce and St. Croix: and

Whereas, the said first party in pursuance of its charter to build a railroad has procured and acquired along said line by voluntary conveyance or by condemnation, valuable rights of way and grants of land for depot and track purposes and other uses, and has done a large amount of grading, bridging and other construction work upon said line, and has acquired iron, ties and lumber for bridges and other material for its said line and tools for its use, and has made contracts for rights of way and for construction, and has instituted proceedings for acquiring further rights of way under the Statute, some of which proceedings are now pending, and

Whereas, the first party being without ready money to build its road or pay for said property, has agreed to issue and has issued to the persons who

have performed work and advanced money to pay for material and for rights of way and other property, certificates of its capital stock and agreements to issue and deliver to them its bonds secured by first mortgage, which certificates for stock and bonds are now outstanding in the hands of its creditors and amount in the aggregate to $755,328.43, and

Whereas, said first party finds itself unable to procure further advances or means to proceed with said work, and in consequence has been compelled to suspend the same with prospect of an entire abandonment of the enterprise, and

Whereas, the second party has procured a patent from the State of Wisconsin for a railroad between the same points and termini and through the same counties and places above described, and is possessed of ample means to prosecute and complete the same and to operate said railroad for the benefit of its stockholders and the public, and has offered to purchase the said property, and

Whereas the second party by reason of its connections with railroads being constructed in the States of Minnesota and Illinois will be able to make said line in the State of Wisconsin above described part of a valuable through line between St. Paul, Minnesota and the cities of Chicago and St. Louis.

Now Therefore, in consideration of the sum of $755,328.43 payable as hereinafter specified, and at the request of all the stockholders of the first party and of all its creditors holding said certificates, the following several covenants and agreements of sale are made, to-wit:—

First. The first party sells, assigns and transfers to the second party all that portion of its railroad above mentioned and described in the counties, through the places and between the termini named, and all its property, rights and franchises of every description connected therewith, including all rights of way and all contracts therefore, with full power of substitution of the second party in all condemnation proceedings for right of way pending or necessary to be instituted upon or along said line; also all grading, embankments, track or tracks, bridges and culverts, and all work and material of every kind, and all contracts and agreements relating thereto or to the construction of that portion of the line as indicated, and all agreements with other Railroad Companies for connection or for joint use of tracks or right of way, or depot grounds or other facilities: also all rights to build bridges over navigable streams or otherwise, procured from the United States Government or other authority: and the first party agrees to execute and deliver a formal deed of conveyance of said property or any portion thereof, and in addition thereto will execute and deliver any other deed, agreement, conveyance assignment or transfer that may be found necessary or that counsel may advise as necessary to fully invest said second party with said property and rights and the possession and use thereof.

Second. The second party agrees to take possession of all that part of the railroad and property of the first party above described and to construct and complete a railroad upon said route with connections in Minnesota and Illinois as aforesaid, and in payment therefor it agrees to issue to the creditors or stockholders of the first party, to-wit: the holder of certificates for stock and bonds of the first party above mentioned, its own certificates

of like amount and similar form entitling the holders thereof to the stock of the second party and to its bonds secured by first mortgage upon all its railroad in the State of Wisconsin.

In witness whereof, the said parties have caused their corporate names to be hereto subscribed by their respective Presidents with the corporate seals attached, the day and year first above written. J. W. TRAER,

[SEAL] *President* of the Winona, Alma and Northern

Attest: Railway Company.

L. O. GODDARD,

Secretary of the Winona, Alma and Northern Railroad Company.

[SEAL] A. E. TOUZALIN,

President of the Chicago, Burlington and Northern

Attest: Railroad Company.

ROBERT C. BRUNDAGE,

Secretary of the Chicago, Burlington and Northern Railroad Company.

ARTICLES OF ORGANIZATION, August 26, 1885, Chicago, Burlington and Northern Railroad Company [Wisconsin].

* * * * * * * * *

We, the undersigned, W. H. Holcomb, R. C. Brundage, W. B. Lawson, J. W. Traer, John Brindley, G. W. Traer, and J. J. Fruit, hereby associate ourselves together to form a corporation under the laws of the state of Wisconsin for the purpose of locating, constructing, maintaining and operating a railroad, and telegraph lines in connection therewith, as stated in the following articles:

Article 1.—The name of the corporation is to be the Chicago, Burlington & Northern Railroad Company.

Article 2.—The railroad of this corporation with all necessary appurtenances, and with telegraph lines in connection therewith, is to be constructed, maintained and operated from a point on the south boundary line of the State of Wisconsin, in Grant County, at or near the City of Dunleith in the State of Illinois, northerly to a point on the west boundary line of the State of Wisconsin in or near the town of Prescott on the St. Croix River in Pierce County, there to connect with a railroad constructed or to be constructed in the State of Minnesota.

Article 3.—The length of said railroad will be two hundred and twenty-five miles, and the following are the names of the counties through or into which the said railroad is made or intended to be made, to wit:—Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin, and Pierce. Should it be found that any line of railroad already located and constructed or in process of construction in or through any of the above named counties can be purchased or used by this company as and for a part of its line, then it is proposed to construct only so much of the line above described as may be necessary together with the line so purchased or used to complete said railroad and form a continuous line of railroad upon the route and between the termini above mentioned.

Article 4.—The capital stock of the corporation will be $4,500,000., consisting of forty-five thousand shares of one hundred dollars each.

Article 5.—The following are the names and residences of the directors of the corporation who shall manage its affairs for the first year and until others are chosen in their places:— W. H. Holcomb, R. C. Brundage, W. B. Lawson, J. W. Traer, John Brindley, G. W. Traer, and J. J. Fruit, all of La Crosse, in La Crosse County, State of Wisconsin.

In witness whereof, we, the persons above named as corporators and directors, hereunto subscribe our names and places of residence and the number of shares we severally agree to take of the capital stock of said corporation, on this twenty-sixth day of August, A. D., 1885.

J. W. Traer	Cedar Rapids, Iowa	Five Shares
W. H. Holcomb	La Crosse, Wis.	Five Shares
R. C. Brundage	La Crosse, Wis.	Five Shares
W. B. Lawson	La Crosse, Wis.	Five Shares
Glenn W. Traer	La Crosse, Wis.	Five Shares
J. J. Fruit	La Crosse, Wis.	Five Shares
John Brindley	La Crosse, Wis.	Five Shares

We, W. B. Lawson, R. C. Brundage, and Glenn W. Traer, being severally first duly sworn, on our oath say, that we are three of the directors named, and who have signed the foregoing articles of association; that the signatures fixed to the said articles are the genuine signatures of the individuals purporting to have executed said articles of organization, and that it is the intention in good faith to construct, maintain and operate the railroad therein mentioned.

R. C. Brundage,
W. B. Lawson,
Glenn W. Traer.

Subscribed and sworn to before me this 26th day of August, 1885.

A. Harrison,
[seal] *Notary Public,*
La Crosse County, Wis.

United States of America
State of Wisconsin, } ss.
Department of State.

To all to whom these presents shall come:

I, Ernst G. Timme, Secretary of State, of the State of Wisconsin, do hereby certify that the foregoing copy of articles of organization of the Chicago, Burlington and Northern Railroad Company, has been compared by me with the original articles of organization, on file in this department, and that the same is a true copy thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at the capitol, in the City of Madison, this twenty-eighth day of August, A. D., 1885.

Ernst G. Timme,
[seal] *Secretary of State.*

PATENT, August 28, 1885, to Chicago, Burlington and Northern Railroad Company (Wisconsin).

UNITED STATES OF AMERICA
THE STATE WISCONSIN
DEPARTMENT OF STATE

To All to Whom These Presents shall Come:

I, Fred R. Zimmerman, Secretary of State of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that the annexed copy of railroad patent, issued to Chicago, Burlington and Northern Railroad Company has been compared by me with the record on file in this Department and that the same is a true copy thereof, and of the whole of such record.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol, in the City of Madison, this eighth day of November, A. D.1926.

[SEAL] FRED R. ZIMMERMAN,
Secretary of State.

THE STATE OF WISCONSIN

To All to Whom These Presents shall Come, Greeting:

Whereas, W. H. Holcomb, R. C. Brundage, W. B. Lawson, J. W. Traer, John Brindley, G. W. Traer and J. J. Fruit have filed in the Office of the Secretary of State, certain Articles of Organization, with a view to forming a corporation, to be known as Chicago, Burlington and Northern Railroad Company, and with a capital of four million five hundred thousand ($4,500,000) dollars, for the purpose of constructing, maintaining and operating a Railroad from a point in Grant County Wis, at or near Dunleith, Illinois, northerly to or near Prescott, Wis, to connect with a railroad constructed or to be constructed, in the State of Minnesota, and have complied with the provisions of the Statutes in such case made and provided:

Therefore, The State of Wisconsin hereby grants unto the above named persons, and their associates, successors and assigns, full authority, by and under their said name of Chicago, Burlington and Northern Railroad Company, to exercise the powers and privileges of a corporation, for the purposes above stated, and in accordance with their said Articles of Organization and the laws of this State.

In Witness Whereof, These presents have been attested with the Great Seal, and signed by the Governor and countersigned by the Secretary of State of the State of Wisconsin, at the City of Madison, the twenty-eighth day of August, in the year one thousand eight hundred and eighty-five.

[SEAL] J. M. RUSK,
Governor.
ERNST G. TIMME
Secretary of State.

CHICAGO, BURLINGTON AND NORTHERN RAILROAD COMPANY (MINNESOTA)

ARTICLES OF INCORPORATION, August 27, 1885, Chicago, Burlington and Northern Railroad Company [Minnesota].

* * * * * * * * *

Articles of Incorporation of the Chicago, Burlington & Northern Railroad Company. The persons whose names are hereto subscribed, hereby form an association for incorporation under and in pursuance of the laws of the State of Minnesota, for the purpose of building, improving and operating a railroad and telegraph lines in connection therewith, and they hereby organize by adopting and signing the following Articles of Incorporation.

First. The name of the corporation is the Chicago, Burlington and Northern Railroad Company, and the general nature of the business is to build, improve and operate a railroad with single and double tracks and side tracks and all necessary property and appurtenances connected therewith, commencing at a point in Washington County, Minnesota, on the State line between the States of Wisconsin and Minnesota, near the Town of Prescott in Pierce County, Wisconsin (where it will connect with a railroad organized and in process of construction in and through the State of Wisconsin); thence in a northwestery direction to and into the City of Minneapolis, Minnesota, via and through the city of St. Paul, Minnesota, upon such convenient route as the directors may determine; and said corporation may also erect and maintain lines of telegraph along or over its lines of railroad. The principal place of transacting the business of said corporation shall be at St. Paul, Minnesota, and branch offices may be established at any other place or places within or without the State as may prescribed in the by laws.

Second. The time of commencement of said corporation shall be the twenty-seventh day of August A. D. 1885, and the period of its continuance shall be nine hundred and ninety-nine years from that date.

Third. The amount of the Capital Stock of said corporation is $4,500,000. to be paid in as called for by the Board of Directors who may use and dispose of the Capital Stock or any part thereof in the construction or operation of the road, or other purposes of the company as may be deemed expedient.

Fourth. The highest amount of indebtedness or liability to which said corporation shall at any time be subject, exclusive of its indebtedness secured by a mortgage of its property, shall not at any one time exceed two-thirds of the amount of its Capital Stock.

Fifth. The following are the names and places of residence of the persons forming this incorporation, to-wit: Charles L. Allen, H. W. Weiss, Frank S. Bagg, C. M. Higginson and R. E. Wells, all of Chicago, Illinois.

Sixth. The government of the corporation and the management of its affairs shall be vested in a Board of five Directors, who shall be elected at the annual meeting of the stockholders, which shall be held on the Second Wednesday in June in each year, and who shall hold office until their successors are elected and qualified.

The names of the first board of Directors are: Charles L. Allen, H. W. Weiss, Frank S. Bagg, C. M. Higginson and R. E. Wells, all of Chicago, Illinois, who shall respectively continue in office until the second Wednesday in June, 1886, and until their successors are elected and qualified.

The officers of the Corporation shall be a President Secretary and Treasurer who shall be elected by the Board of Directors of the Corporation at its first meeting and at the first meeting of the Board after the annual meeting of the stockholders in each year, and who shall hold their offices respectively at the pleasure of the Board of Directors. Vacancies in the Board of Directors or in the offices of President Secretary or Treasurer may be filled by the Board of Directors at any regular or special meeting held in pursuance of the by-laws.

Seventh. The number of shares in the Capital Stock shall be forty-five thousand of one hundred dollars each.

In Witness Whereof, we have hereunto set our hands and seals this twenty-seventh day of August, A. D. 1885.

	CHAS. L. ALLEN [SEAL]
	H. W. WEISS [SEAL]
Witnesses to all signatures:	FRANK S. BAGG [SEAL]
L. O. GODDARD	C. M. HIGGINSON [SEAL]
W. L. COOPER	R. E. WELLS [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On the twenty-seventh day of August A. D. 1885, before me a Notary Public, in and for said County and State, at my office in Chicago, personally appeared Charles L. Allen, H. W. Weiss, Frank S. Bagg, C. M. Higginson and R. E. Wells, to me personally known to be the identical persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal on the day and year last above written.

[SEAL]

LESTER O. GODDARD,
Notary Public.

Filed for Record August 28, 1885, at 8 o'clock A. M.

RECORDED IN MINNESOTA

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CHICAGO, BURLINGTON & NORTHERN RAILROAD COMPANY (CONSOLIDATED)

ARTICLES OF CONSOLIDATION, October 21, 1885, Chicago, Burlington & Northern Railroad Company [Consolidated].

* * * * * * * * *

The Articles of Agreement and consolidation made and entered into this 21st day of October, 1885, by and between the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the state of Wisconsin, party of the first part, and the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the state of Minnesota, party of the second part;

Witnesseth: That Whereas, The party of the first part is duly authorized to build a railroad with all necessary appurtenances and telegraph lines connected therewith, from a point on the south boundary line of the state of Wisconsin, in Grant County, Wisconsin, at or near the City of Dunleith, in the State of Illinois, northerly to a point on the west boundary line of the state of Wisconsin in or near the town of Prescott on the St. Croix River, in Pierce County, Wisconsin, and

Whereas, the party of the second part is duly authorized to build, improve and operate a railroad and telegraph lines and all necessary property and appurtenances connected therewith, from a point in Washington County, Minnesota, on the state line between the states of Wisconsin and Minnesota, near the town of Prescott, in Pierce County, Wisconsin, where it connects with the railroad of the first party above described, thence in a northwesterly direction to and into the city of Minneapolis, Minnesota, via and through the city of St. Paul, Minnesota, upon such convenient route as the directors may determine, and

Whereas, The respective lines of railroad of the said parties of the first and second parts can be lawfully connected and operated together to constitute one continuous main line with or without branches, so as to admit of the passage of trains over them without break or interruption, and

Whereas, the said parties are desirous of consolidating their corporations and their capital stock and property and franchises into a new corporation and have agreed upon the terms of such consolidation, which have been duly authorized by the respective boards of directors of said companies, and

Whereas, all the stockholders in each of the parties hereto have in writing hereunto annexed consented to and approved these articles of consolidation.

Now, Therefore, it is agreed, that in consideration of the covenants and agreements herein made and contained and for other good and valuable considerations, the parties of the first and second parts have consolidated and

merged, and do hereby consolidate and merge their respective corporations and their capital stock, property and franchises into a new corporation to be known by the name hereinafter selected and stated, which shall possess all the rights and powers, including the right of further consolidations with other corporations, and all the franchises, contracts, privileges and immunities possessed by either of the corporations parties of the first or second parts at the time of consolidation or amalgamation by the laws applicable to them or either of them, and the said parties grant, convey, assign and transfer to said consolidated company all the railroads and property of every description, owned or possessed by them or either of them, including all lands, rights of way, contracts and effects of every nature and description, and the parties hereby adopt and agree to the following articles, to-wit:—

First. The name of the consolidated corporation is the Chicago, Burlington & Northern Railroad Company, and the general nature of the business is to build, improve and operate a railroad with single and double tracks and side tracks and all necessary property and appurtenances connected therewith from a point on the south boundary line of the state of Wisconsin in Grant County, Wisconsin, at or near the city of East Dubuque in the state of Illinois, northerly to a point on the west boundary line of the state of Wisconsin in or near the town of Prescott on the St. Croix River in Pierce County, thence in a northwesterly direction to and into the city of Minneapolis, Minnesota, via and through the city of St. Paul, Minnesota, upon such convenient route as the directors may determine, and said corporation may also erect and maintain lines of telegraph along and over its line of railroad.

The length of said railroad will be two hundred and fifty six and 41-100 miles and the following are the names of the counties in the state of Wisconsin through or into which the said railroad is made or intended to be made, to-wit: Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin and Pierce, and in the state of Minnesota the counties of Washington, Ramsey and Hennepin.

The principal place of transacting the business of said corporation shall be at LaCrosse, Wisconsin, and a branch office is hereby established at Boston, Massachusetts, and other branch offices may be established at any other place or places within or without the states of Wisconsin and Minnesota as may be prescribed in the By-Laws.

Second. The time of commencement of said corporation shall be the 21st day of October 1885, and the period of its continuance shall be nine hundred and ninety nine years from that date.

Third. The amount of the capital stock of said corporation is $12,000,000.00, consisting of one hundred and twenty thousand shares of one hundred dollars each to be paid in as called for by the Board of Directors. The stockholders of each of said corporations, parties hereto, shall surrender to the said consolidated corporation the stock in the parties hereto by them held respectively, and thereupon the Board of Directors of said consolidated corporation may use and dispose of the capital stock or any part thereof of such consolidated corporation in the construction, equipment or operation of its railroad, or in exchange for the bonds of said corporation, and

for such other uses and purposes of said corporation as they may deem expedient.

Fourth. The highest amount of indebtedness or liability to which said corporation shall at any time be subject, exclusive of the indebtedness secured by a mortgage of its property, shall not at any one time exceed two-thirds of the amount of its capital stock.

Fifth. The following are the names and residences of the directors of the corporation, who shall manage its affairs for the first year and until others are chosen in their places:

John L. Gardner, of Boston, Mass.,
Charles J. Paine, of Boston, Mass.,
Augustus Hemenway, of Canton, Mass.,
Alexander Cochrane, of Boston, Mass.,
W. Powell Mason, of Walpole, N. H.,
Albert E. Touzalin, of Boston, Mass.,
Edward C. Perkins, of Milton, Mass.

Sixth. The government of the corporation and the management of its affairs shall be vested in the Board of Directors, and in such officers and agents as the Board may from time to time appoint. The Directors shall be elected at the annual meeting of the stockholders.

Seventh. The stockholders shall hold a regular annual meeting at La-Crosse, Wisconsin, on the second Wednesday in June in each year, of which meeting all stockholders shall take notice without further notification.

Eighth. The Board of Directors shall have power to adopt by-laws and rules and regulations for the government of the corporation and the management of its affairs; But such by-laws may be modified or repealed by the stockholders at their annual meeting or at any special meeting duly called for that purpose.

Ninth. The consolidated company assumes and agrees to pay and fully discharge all the debts, obligations and liabilities of whatsoever kind, nature or description of either of said corporations, parties of this agreement.

In Witness Whereof, The said parties have caused their corporate names to be hereunto subscribed by their respective Presidents and their corporate seals attached by their secretaries, the day and year first above written.

The Chicago, Burlington & Northern Railroad Company a corporation existing under the laws of the state of Wisconsin.

[SEAL] *By* A. E. TOUZALIN, *President.*

Attest:

ROBERT C. BRUNDAGE,

Secretary of the Chicago, Burlington & Northern Railroad Company, a corporation organized and existing under the laws of the state of Wisconsin.

The Chicago, Burlington & Northern Railroad Company [of Minnesota].

[SEAL] *By* CHAS. L. ALLEN, *Pres.*

Attest:

L. O. GODDARD,
Secretary.

The undersigned, who are the holders of all the shares of the capital stock of the Chicago, Burlington & Northern Railroad Company, a corporation duly organized and existing under the laws of the state of Wisconsin, do hereby approve and consent to the foregoing and annexed agreement and articles of consolidation of said corporation with the Chicago, Burlington & Northern Railroad Company, a corporation duly organized and existing under the laws of the state of Minnesota.

In Witness Whereof, we have hereunto set our hands this Twenty first day of October A. D., 1885.

GLENN W. TRAER,
W. H. HOLCOMB,
JOHN BRINDLEY,
J. J. FRUIT,
ROBERT C. BRUNDAGE,
W. B. LAWSON,
S. H. MALLORY,
J. W. TRAER,
A. E. TOUZALIN.

We, A. E. Touzalin, President, and R. C. Brundage, Secretary of the Chicago, Burlington & Northern Railroad Company, a corporation duly organized and existing under the laws of the state of Wisconsin, do hereby certify that the following is a true list of all the stockholders of said company, and of the number of shares held by each, and that each of the stockholders in said list is the owner and holder of the number of shares of such stock set against his name in said list:

Name.	Residence.	No. of Shares.
Glenn W. Traer,	La Crosse, Wis.	Five
W. H. Holcomb,	La Crosse, Wis.	Five
R. C. Brundage,	La Crosse, Wis.	Five
J. W. Traer,	Cedar Rapids, Ia.	Five
W. B. Lawson,	La Crosse, Wis.	Five
J. J. Fruit,	La Crosse, Wis.	Five
John Brindley,	La Crosse, Wis.	Five
A. E. Touzalin,	Boston, Mass.	Five
S. H. Mallory,	Chariton, Iowa.	44,960

And we further certify that the persons named as stockholders in said list are the same persons, who as such stockholders, have signed the consent and approval of articles of consolidation of such corporation with the Chicago, Burlington & Northern Railroad Company, a corporation existing under the laws of the state of Minnesota, a copy of which articles and consent and signatures is hereto annexed; and that such copies are true copies of said articles of consolidation, consent and signatures, and of the whole thereof.

In Witness Whereof, We have as such president and secretary set our hands and applied the seal of said corporation to this certificate this twenty-first day of October A. D. 1885.

A. E. TOUZALIN,
President.

[SEAL]

ROBERT C. BRUNDAGE,
Secretary.

The undersigned, who are the holders of all the shares of the capital stock of the Chicago, Burlington & Northern Railroad Company a corporation duly organized and existing under the laws of the state of Minnesota, do hereby approve and consent to the foregoing and annexed agreement and articles of consolidation of said corporation with the Chicago, Burlington & Northern Railroad Company, a corporation duly organized and existing under the laws of the state of Wisconsin.

In Witness Whereof, We have hereunto set our hands this twenty-first day of October, A. D. 1885.

CHAS. L. ALLEN,
H. W. WEISS,
FRANK S. BAGG,
C. M. HIGGINSON,
R. E. WELLS,
S. H. MALLORY.

We, Chas. L. Allen, President, and L. O. Goddard, Secretary, of the Chicago, Burlington & Northern Railroad Company, a corporation duly organized and existing under the laws of the state of Minnesota, do hereby certify that the following is a true list of all the stockholders of said company, and of the number of shares held by each, and that each of the stockholders in said list is the owner and holder of the number of shares of such stock set against his name in said list:

Name	Residence	No. of Shares
Chas. L. Allen,	Chicago, Ills.,	5
H. W. Weiss,	Chicago, Ills.,	5
Frank S. Bagg,	Chicago, Ills.,	5
C. M. Higginson,	Chicago, Ills.,	5
R. E. Wells,	Chicago, Ills.,	5
S. H. Mallory,		44,975

And we further certify that the persons named as stockholders in said list are the same persons, who, as such stockholders, have signed the consent and approval of articles of consolidation of such corporation with the Chicago, Burlington & Northern Railroad Company, a corporation existing under the laws of the state of Wisconsin, a copy of which articles and consent and signatures is hereto annexed; and that such copies are true copies of said articles of consolidation, consent and signatures and of the whole thereof.

In Witness Whereof, we have, as such president and secretary, set our hands and applied the seal of said corporation to this certificate this twenty-first day of October, A. D. 1885.

CHAS. L. ALLEN,
President.

[SEAL]

L. O. GODDARD,
Secretary.

Attest:
L. O. GODDARD,
Secretary.

STATE OF MINNESOTA, }
SECRETARY OF STATE'S OFFICE. } ss.

I, Fred Von Baumbach, Secretary of State of the State of Minnesota, do hereby certify that I have compared the foregoing copy with the record in my office of the Articles of Consolidation of Chicago, Burlington & Northern Railroad Company and that said copy is a true and correct transcript of said record and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and Affixed my official seal, the Great Seal of the State, at St. Paul, on this Twenty-third day, of October, A. D. 1885.

[SEAL]

FRED VON BAUMBACH,
Secretary of State.

AGREEMENT, November 25, 1885, Chicago, Burlington & Northern Railroad Company [Wisconsin and Minnesota], Chicago, Burlington & Quincy Railroad Company and The Chicago and Iowa Railroad Company.

* * * * * * * * *

This Agreement, made this twenty-fifth day of November, A. D. 1885, by and between the Chicago, Burlington & Northern Railroad Company, a consolidated corporation of the states of Wisconsin and Minnesota, organized and existing under the laws of said states, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, and the Chicago & Iowa Railroad Company, parties of the second part, the two last named companies being corporations organized and existing under the laws of the state of Illinois:—

Witnesseth: That Whereas, the said consolidated Chicago, Burlington & Northern Railroad Company has made and entered into a connecting contract with the Chicago, Burlington & Northern Railroad Company of Illinois, a corporation duly organized and existing under the laws of that state, by which said contract the railroads of said contracting parties are made a continuous through line connecting with the Chicago, Burlington & Quincy Railroad at Fulton, Illinois, and with the Chicago & Iowa Railroad at Oregon, Illinois, and extending thence to St. Paul, Minnesota; and

Whereas, the parties hereto desire to make such arrangements for connecting and operating and doing business with each other as shall be beneficial to all;

Now Therefore, the said parties hereto, in consideration of the foregoing, and each in consideration of the agreements of the party of the other part herein made, hereby make and enter into the following agreements to and with each other, to wit:

ARTICLE I.

For the purposes of this agreement, and in the interchange of business hereinafter provided for, the railroad of the said consolidated Chicago, Burlington & Northern Railroad Company and the said Chicago, Burlington & Northern Railroad Company of Illinois shall be considered as one line of railroad and called the "road" of the first party, and the Chicago, Burlington & Quincy Railroad and the Chicago & Iowa Railroad and their

leased lines, and the Railroads mentioned in Article VIII of this agreement, which are owned or managed by either of them through the ownership of the stock or in any other way, shall also be considered as one line of railroad and called the "road" of the second party.

The word "business" in this contract shall be understood as covering both freight and passenger business, except when either is distinctly specified.

ARTICLE II.

It is mutually agreed, that each party to this contract shall so far as it can lawfully control the same, send by the road of the party of the other part all the business originating at stations on its own road, or received from connecting lines, when such business is going to or beyond a point on the road of the other party, to which the road of such other party and its connections shall afford a natural and reasonably direct route, and will adopt all lawful and proper measures for so directing and controlling the said business in the same manner and to the same extent as though the said roads were owned by one and the same company, except the business of the St. Louis, Keokuk & Northwestern Railroad, and its connections between Burlington, Iowa, and St. Louis, Missouri, on the west side of the Mississippi River, which is specially excluded from this contract: It being understood, that the business of said line and such portion of the business of St. Louis as may be done over it, may be sent by way of the railroad of the Burlington, Cedar Rapids & Northern Railway Company.

ARTICLE III.

All joint business shall be exchanged either at the town of Fulton, that being the junction point of the Chicago, Burlington & Northern Railroad of Illinois with the Chicago, Burlington & Quincy Railroad, or at the town of Oregon, that being the junction point of the Chicago, Burlington & Northern Railroad of Illinois with the Chicago & Iowa Railroad; and, in directing the traffic so to be interchanged at one of the said junction points, that one shall be selected which affords the most direct and feasible route.

ARTICLE IV.

On all business interchanged between the parties hereto, as hereinbefore provided, each party shall have its local rates, when the sum of the two locals constitutes the through rate. When it is necessary to make through rates which are less than the sum of the two locals, the divisions shall be as follows: all customary arbitraries being first deducted.

Section 1. On all business between St. Paul, or points reached by way of St. Paul, and any point on or east of the Mississippi River, rates shall be divided pro rata per mile.

Section 2. On all business, except that described in Section One of this Article, when the actual haul on the road of the parties of the second part is not over seventy five (75) per cent of the actual haul on the road of the party of the first part, rates shall be divided pro rata per mile.

Section 3. On all business, except that described in Section one of this

article, when the actual haul on the road of the parties of the second part exceeds seventy five (75) per cent of the actual haul on the road of the party of the first part, each mile of the road of the first party shall be counted as a mile and a half.

Section 4. But in order to facilitate business and save work in keeping accounts the managing officers of the parties hereto may, if they can, agree from time to time upon territorial or other percentages to govern in making the divisions of rates even though the same may not be strictly upon the pro rata basis as above provided.

ARTICLE V.

Neither party shall make through rates without the consent of the other.

ARTICLE VI.

The parties hereto mutually agree that each of them shall place on sale, at each of the stations on its road, coupon or through tickets between such stations and each of the stations on the road of the other; and that they will do all other acts in their power to trace or identify the earnings of the second party upon the business to and from the road of the first party.

ARTICLE VII.

The parties hereto shall carry material, each for the uses of the other, over their own road, charging for the same on the same basis as is now in force between the Chicago, Burlington & Quincy Railroad Company and other companies whose railroads it now owns or controls.

ARTICLE VIII.

The said Chicago, Burlington and Quincy Railroad Company and the said Chicago & Iowa Railroad Company, will devote, in each year up to December 1st, 1906 (unless the bonds hereinafter mentioned are sooner redeemed) one half (1-2) of their estimated net earnings, upon the main lines, branches, and leased lines of their respective roads, and, in addition thereto, the Chicago, Burlington & Quincy Railroad Company will devote a sum equal to one half (1-2) of the estimated net earnings upon the following roads, to wit:—

The Hannibal & St. Joseph Railroad, in the state of Missuori; the St. Louis, Keokuk and Northwestern Railway; the Chicago, Burlington & Kansas City Railway, and the Kansas City, St. Joseph & Council Bluffs Railroad, in the states of Iowa and Missouri, earned during the previous year on all business to and from the "road" of the first party, to the purchase, at not above one hundred and five (105) and accrued interest, of the first mortgage five (5) per cent bonds of said consolidated Chicago, Burlington and Northern Railroad Company. The business year, for the purposes of this agreement, to terminate on the thirtieth (30th) day of November.

Said net earnings shall be estimated by taking the difference between the actual receipts per ton, and per passenger, per mile, on business exchanged with the Northern Company, and the actual average cost, includ-

ing taxes, per ton and per passenger, per mile, of all business done during the preceding calendar year, over the said Chicago, Burlington and Quincy Railroad, said Chicago & Iowa Railroad, their leased lines, and the railroads mentioned in this article respectivey, to be ascertained by the General Auditor of said Chicago, Burlington and Quincy Railroad Company, whose decision shall be final.

ARTICLE IX.

The said Chicago, Burlington and Quincy Railroad Company guarantees that the amount to be so invested in each year for twenty (20) years from and after the first day of December, A. D. 1886, at which time it is expected that said railroads of said Illinois Company and said consolidated Company will be in operation through to St. Paul, shall not be less than One Hundred Thousand (100,000) Dollars.

ARTICLE X.

The said parties of the second part will, annually, as soon as possible after the close of said business year, make up their accounts, showing the amount of said one half (½) of said net earnings so to be invested in said bonds, and will, each for itself, before the first of March next following, make a written statement to the Trustees under the mortgage to be made by said consolidated Chicago, Burlington & Northern Railroad Company, of the amount of money so to be invested, and on or before that date pay over to them said amount, to be by them invested in the following manner, to wit:

Section 1. The said trustees shall forthwith, in the month of March in each year, or as soon thereafter as practicable, after deducting from the sums so received by them such an amount as they shall estimate to be necessary to cover all expenses of advertising drawing, &c., but not their commissions, (said amount so deducted to be divided between said Chicago, Burlington and Quincy, and said Chicago and Iowa Railroad Companies, in proportion to the amounts received from each) give notice, by public advertisement daily, except Sundays, for one week in a daily newspaper published in each of the cities of Boston, Massachusetts, and New York, New York, stating the amount to be so invested which shall be the amount remaining after the above deduction is made and asking for tenders to sell to them on the lowest terms said bonds, the maximum price to be par and five (5) per cent premium and accrued interest.

Section 2. In case they do not, in the foregoing manner, obtain enough of said bonds to absorb the sum in their hands, they may purchase said bonds at private sale, the price in no case, however, to exceed par and five (5) per cent premium and accrued interest.

Section 3. In the event, however, that no bonds, or that bonds to an amount insufficient to absorb the sum so held by them to be so invested, are obtained by both the above methods, then said trustees shall proceed to draw by lot such amount of said bonds as may be required to exhaust, as nearly as may be, the amount so in their hands to be invested, and shall thereupon give notice by public advertisement, to be inserted daily, except

Sundays, for ten (10) days in a daily newspaper published in each of the said cities of Boston, Massachusetts, and New York, New York, stating the number of the bonds so drawn, and the day when the said bonds will be paid at one hundred and five (105) and accrued interest, on presentation to said trustees, and that from and after such last named day all interest upon bonds thus drawn shall cease.

Interest on said bonds, when purchased, shall cease from the first day of the month next following such purchase, and, when drawn by said trustees in manner aforesaid, shall cease from the day named in the trustees' notice of drawing as the day for presentation of said bonds for payment.

Section 4. Said trustees shall, as soon as a drawing has taken place, if one is necessary, otherwise as soon as the requisite number of bonds have been purchased, immediately apportion all such bonds, whether purchased or drawn, giving the numbers and denominations of the bonds set off to each, between said two companies, parties of the second part, to wit: the Chicago, Burlington and Quincy Railroad Company and the Chicago and Iowa Railroad Company, and shall deliver said bonds to them, when and as fast as they come into the possession of said trustees, and shall, upon such apportionment, pay over any balance remaining in their hands, over and above the amount necessary to pay for said bonds so purchased and drawn, and expenses not including commissions, to the respective companies to which it belongs; and said balance shall be carried forward and added to the amount to be so invested in the following year.

ARTICLE XI.

Said bonds, as soon as they come into the possession of said Chicago, Burlington and Quincy Railroad Company and the said Chicago and Iowa Railroad Company, shall be presented by them to said consolidated Chicago, Burlington and Northern Railroad Company, which Company will take up and cancel said bonds so presented, and will issue in place thereof to the Chicago, Burlington and Quincy Railroad Company and the Chicago and Iowa Railroad Company, respectively, the full paid capital stock of said consolidated Chicago, Burlington and Northern Railroad Company to an amount equal at par to the face value of the bonds so presented by each and will pay to said companies, respectively, in cash, the amount of accrued interest due upon said bonds so presented by each.

ARTICLE XII.

Upon such apportionment, notice shall be immediately given to said consolidated Chicago, Burlington and Northern Railroad Company by said trustees, or, in case of their failure so to do, by said parties of the second part, of the numbers of said bonds so purchased and drawn, and of the apportionment which has been made of the same between said Chicago, Burlington and Quincy Railroad Company and said Chicago and Iowa Railroad Company; and said two last named companies shall become respectively entitled to dividends, from and after the days on which interest ceases on said bonds, whether purchased or drawn, upon an amount of stock equal at par to the face value of said bonds so apportioned to them; any divi-

dends, however, not to be payable to them until and as fast as such bonds are actually presented to said consolidated Chicago, Burlington and Northern Railroad Company.

Said Chicago, Burlington and Quincy Railroad Company and said Chicago and Iowa Railroad Company shall also, respectively, be and become entitled to vote upon an amount of stock equal at par to the face value of the bonds so purchased or drawn and apportioned to them, respectively, from and after the dates when interest ceases upon such bonds, although such bonds may not have been actually presented and cancelled and corresponding certificates of stock actually issued to said two companies in place thereof.

ARTICLE XIII.

The said consolidated Chicago, Burlington & Northern Railroad Company, will, in its mortgage, reserve the power in and to the trustees under the same, to draw bonds for the purposes hereinbefore specified, and will make all necessary provisions for so doing.

ARTICLE XIV.

The consolidated Chicago, Burlington and Northern Railroad Company will build its own telegraph lines, and will not contract with the Western Union Telegraph Company or any other Telegraph Company, except temporarily, not exceeding a year at a time, and will not contract with any express company for a longer period.

If it makes a contract with the Pullman Palace Car Company for the use of its sleeping cars, the same shall be so made as to expire at the same time that the existing contract between the Chicago, Burlington & Quincy Railroad Company and the Pullman Palace Car Company expires; and, generally, the consolidated Chicago, Burlington & Northern Railroad Company will make no contracts with other companies except such as may be consistent with the relations created by this contract.

ARTICLE XV.

The said consolidated Chicago, Burlington & Northern Railroad Company will not exercise its right of calling its first mortgage bonds at par and five (5) per cent premium and accrued interest, after the expiration of ten (10) years from the date of the mortgage, which right is to be reserved in the mortgage made by it, without the consent in writing of the said Chicago, Burlington and Quincy Railroad Company.

ARTICLE XVI.

Said consolidated Chicago, Burlington and Northern Railroad Company will forthwith place in the hands of trustees, Three Million (3,000,000) Dollars of its full paid capital stock, to be held by said trustees for, and only for, the following purposes, to-wit; the said stock, while in the hands of such trustees, shall not be considered as issued, and shall have no voting power until issued to said Chicago, Burlington and Quincy Railroad Company and said Chicago and Iowa Railroad Company under the provisions of this agreement, except that, as hereinbefore provided in the twelfth

(12th) article of this agreement, said two last named companies may become entitled to vote upon portions of said stock before it is actually issued to them.

The said trustees shall, at any and all times, transfer to said Chicago, Burlington and Quincy Railroad Company and said Chicago and Iowa Railroad Company, on the written order of the President of said consolidated Chicago, Burlington and Northern Railroad Company, duly authorized by a vote of the Directors, an amount of the said full paid capital stock equal at par to the face value of the said first mortgage five (5) per cent bonds of said consolidated Company, so purchased or drawn and offered for redemption by said Chicago, Burlington and Quincy Railroad Company and said Chicago and Iowa Railroad Company, in the manner hereinbefore provided.

The agreement or deed of trust shall fully and carefully provide that said stock shall be available and be used for and only for the above purposes.

ARTICLE XVII

It is mutually agreed between the parties hereto, that during the life of this contract, the officers and employes of either party, when travelling upon the business of their respective companies, shall be transported free on the roads of either of the other parties, upon the request of the President, Vice President or other managing officers of such party.

ARTICLE XVIII.

It is further mutually agreed, by and between the parties to this agreement, that, if it is or shall become necessary, in order to more fully carry out the objects and purposes of this contract, to add other and further stipulations, then the same shall be negotiated in a spirit of fairness and equity.

ARTICLE XIX.

This agreement shall continue in force until the first day of December, 1906, unless sooner terminated by the mutual consent of all the parties hereto.

In Witness Whereof, the parties have caused their corporate names to be hereunto, and to two other originals, subscribed by their Presidents, and their corporate seals to be hereunto, and to two other originals, affixed and attested by their Secretaries, on the day and year first above written.

Chicago, Burlington & Northern Railroad Company,
[SEAL] *By* A. E. TOUZALIN, *President.*
Attest:—J. MURRAY FORBES, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* CHARLES E. PERKINS, *President.*
Attest:—T. S. HOWLAND, *Secretary.*

Chicago & Iowa Railroad Company,
[SEAL] *By* F. H. HEAD, *President.*
Attest:—L. O. GODDARD, *Secretary.*

TRUST MORTGAGE, December 1, 1885, Chicago, Burlington & Northern Railroad Company [Wisconsin, Minnesota] to Henry Parkman, J. Malcolm Forbes, and Lucius M. Sargent, Trustees.

* * * * * * * * *

This Indenture of Mortgage, made this first day of December, in the year of our Lord one thousand eight hundred and eighty-five, by and between the Chicago, Burlington and Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota, and organized and existing under the laws of said States, party of the first part, and Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, of Boston, in the State of Massachusetts, trustees, for the uses and purposes and upon the terms and conditions herein stated, parties of the second part.

Whereas, the said Chicago, Burlington and Northern Railroad Company is engaged in constructing a railroad from a point on the State line between the States of Illinois and Wisconsin, in Grant County, Wisconsin, near the City of East Dubuque, in the State of Illinois, northerly to a point on the west boundary line of the State of Wisconsin, in or near the Town of Prescott on the St. Croix River in Pierce County, Wisconsin, and thence northwesterly in the State of Minnesota to and into the City of St. Paul, a distance of about two hundred and fifty seven (257) miles, and the Chicago, Burlington and Northern Railroad Company of Illinois, a corporation created and organized under and in conformity with the laws of said State of Illinois, is engaged in constructing a railroad from a point in or near Oregon in Ogle County, Illinois, westerly to and into the Town of Savanna in Carroll County, Illinois, and also from some point in the City of Fulton in Whiteside County, Illinois, northerly to a connection with the above-mentioned railroad at or near the Town of Savannah, and thence northerly to the boundary line of the State of Wisconsin in Jo Daviess County, Illinois, a distance of about one hundred and five (105) miles, there to meet and connect with the railroad of said consolidated Chicago, Burlington and Northern Railroad Company, and making with it one continuous line of railroad from St. Paul to Fulton and Oregon, Illinois, at which points it connects with the railroad system of the Chicago, Burlington and Quincy Railroad Company, a distance in all of about three hundred and sixty-two (362) miles; and

Whereas, The said first party is authorized by the statutes and laws aforesaid, and by the terms of its organization, to execute trust mortgages of its railroad and franchises connected therewith, and of its other property, to secure the payment of bonds issued for the objects and purposes herein set forth; and

Whereas, The said first party is desirous of borrowing money to an amount not exceeding Nine million dollars ($9,000,000), for the purpose of constructing and equipping its said railroad, and purchasing the right of way and materials necessary for the superstructure thereof, and of defraying all necessary expenses of transportation and other charges connected with the building, equipping and operating said railroad, and the appendages and appurtenances connected therewith, and for the purpose of furnishing aid to said Chicago, Burlington and Northern Railroad Company of Illinois,

as it is authorized by law to do, and for other purposes; and at a meeting of the Board of Directors, duly called and held at its Office in the City of Boston, Mass., on the twenty-eighth day of November A. D. 1885, did resolve to execute and issue Bonds of said Company for the sum of Nine million dollars ($9,000,000) of the date of Dec. 1, 1885, having forty (40) years from April 1, 1886, to run to maturity, bearing interest from and after April 1, 1886, at the rate of Five per centum (5 %) per annum, payable semi-annually on the first days of October and April in each year, the first coupon for six months' interest to be payable Oct. 1, 1886, and the principal to be payable April 1, A. D. 1926; both principal and interest to be payable at the Office of the Company in the City of Boston, Massachusetts, or at such other places as the said Company may appoint, and to be in the form and contain the provisions following, that is to say:—

UNITED STATES OF AMERICA.

STATE OF WISCONSIN.

CHICAGO, BURLINGTON AND NORTHERN RAILROAD COMPANY.

No..... FIRST MORTGAGE 5 % BONDS. No.....

Know all Men by these Presents, That the Chicago, Burlington and Northern Railroad Company, a consolidated corporation duly created and organized under the laws of the States of Wisconsin and Minnesota, is indebted to Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, in the sum of Dollars in the lawful money of the United States of America, which the said Railroad Company promises to pay at its Office in Boston, Massachusetts, to the bearer hereof, or in case of registration, to the registered holder, on the First day of April, A. D. 1926, together with interest thereon from and after the First day of April, A. D. 1886, at the rate of 5 per cent per annum, payable semi-annually, at the office of the Company in Boston, or at such other places as the Directors of said Railroad Company may from time to time designate, on the first days of October and April, in each year, on the presentation and surrender of the annexed coupons as they severally become due, in accordance with their provisions. Said coupons to be paid to the bearer thereof, whether the Bond is registered or not, and the Company may, but shall not be obliged to require proof of ownership of any coupon before paying the same, and payment thereof to the person presenting the same shall in any case discharge the Company. This Bond shall pass by delivery unless registered, or, if registered, by transfer upon the books of the Company, in the city of Boston, or at such other places as the Company may hereafter appoint. After registration of ownership, certified hereon by the Treasurer or Transfer Agent, this Bond shall not pass by delivery unless the last transfer on the books of the Company shall have been to bearer; the Bond to be subject to successive registrations and transfers to bearer at the option of the lawful holder.

This Bond is one of a series of First Mortgage Bonds, amounting in the aggregate to Nine million dollars ($9,000,000), issued by the Chicago, Burlington and Northern Railroad Company, payable to Henry Parkman,

J. Malcolm Forbes and Lucius M. Sargent, or bearer: all bearing even date herewith, and secured by a First Mortgage upon all its said Railroad, constructed and to be constructed, and all the property and franchises thereto belonging, not including, however, any future Branches or Extensions thereof. The Construction Bonds of the Chicago, Burlington and Northern Railroad Company of the State of Illinois, secured by a First Mortgage upon its Road, have been conveyed to, and are to be held by the said Trustees for further and additional security, as provided in the Mortgage securing the Bonds of this issue.

The Chicago, Burlington and Quincy Railroad Company, and the Chicago and Iowa Railroad Company, have agreed to devote for twenty years one half of their net earnings on all business to and from the Chicago, Burlington and Northern Railroad to the annual purchase of the Bonds of this issue, at not above one hundred and five (105) and accrued interest. And the Chicago, Burlington and Quincy Railroad Company has guaranteed that after the said Railroad is open for business through to St. Paul, the amount so invested in each year shall not be less than One hundred thousand dollars ($100,000) for twenty years from such date. In case the Bonds cannot be purchased at or below the above price, after public advertisement, then a sufficient amount of Bonds to absorb the fund shall be drawn by lot, and paid for at one hundred and five (105) and accrued interest, and when so purchased, or drawn, they are to be converted at their face value into the Capital Stock of the Chicago, Burlington and Northern Railroad Company, the maker hereof, at par, and then cancelled.

The Chicago, Burlington and Northern Railroad Company hereby reserves the right to redeem all the Bonds of this issue on April 1st, 1896, or on any coupon day thereafter before the maturity of the Bonds, at One hundred and five (105) and accrued interest, by giving, in either case, notice of its intention so to do, by publication once each week for the six months next preceding the date fixed for their redemption, in one daily newspaper published in each of the Cities of Boston and New York.

This Bond is to be valid only when authenticated by a certificate endorsed hereon, signed by the trustees above named.

In Witness Whereof the Chicago, Burlington and Northern Railroad Company has caused its corporate seal to be affixed to this Bond, and the same to be signed by its President and its Treasurer under the date of December First, A. D. 1885.

Chicago, Burlington, and Northern R. R. Company,
By
..... *Treasurer.* .....*President.*

And did also resolve to secure the payment of the same, both principal and interest, by a Mortgage of its said railroad, franchises and other corporate property of every nature and kind, to said parties of the second part, as trustees, for the benefit and security of the holders of said Bonds, which said Bonds shall be authenticated by a certificate signed by said parties of the second part as being issued under and secured by said Mortgage.

Now, therefore, this indenture witnesseth; That the said Chicago, Burlington, and Northern Railroad Company, party of the first part, in order to secure the payment of its said Bonds to be issued as aforesaid, and the interest thereon, and in consideration of one dollar ($1.00) to it in hand paid by said parties of the second part at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to said parties of the second part, their survivors and successors in said trust and assigns, all the following described property, to wit:

All the present and in the future to be acquired property of said Railroad Company, party of the first part, in and relating to its said railroad, except future extensions and branches, and all the right, title, interest and equity of redemption therein: that is to say, all of said railroad of said first party, now constructed and to be constructed, extending from a point on the State line between the States of Illinois and Wisconsin, in Grant County, Wisconsin, near the City of East Dubuque, in the State of Illinois, where it connects with a railroad built or to be built in the State of Illinois, northerly into and through the Counties of Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin and Pierce, in the State of Wisconsin, to a point on the west boundary line of said State of Wisconsin, in or near the Town of Prescott, in said Pierce County, thence northwesterly into and through the Counties of Washington and Ramsey, in the State of Minnesota, to and into the City of St. Paul, Minnesota, a distance of about two hundred and fifty-seven miles, including therein the rights of way, road bed, superstructure, all the lands, depots, depot grounds, station houses, viaducts, fences, bridges, timber and materials appurtenant to or to become connected with said railroad and all property purchased or to be purchased for the construction of said railroad; also all engines, tenders, cars and machinery, and all other kinds of rolling stock now belonging to or which may hereafter be acquired by said first party, all of which shall be suitably designated and marked, but not including cars and other rolling stock purchased for use upon future extensions or branches; but this clause shall not be so construed as to prevent the said consolidated Company from selling any materials or rolling stock, in the ordinary course of their business, to be replaced by new, which shall immediately vest in said trustees without any further conveyance; also all the rights, privileges and franchises of said first party relating to said railroad, and property acquired by virtue thereof now in possession, or which may hereafter be acquired, including all machine shops, implements and tools contained therein, or along the line of said railroad, although the same may not be herein specifically mentioned; also all the Construction Bonds, amounting to Three million dollars ($3,000,000), and all of the Capital Stock, amounting to Three million dollars ($3,000,000), of said Chicago, Burlington and Northern Railroad Company of Illinois, which said stock and bonds were purchased from said Illinois Company for the money furnished to it for the construction of its railroad and are now held and owned by said first party, and are hereby by it assigned, transferred and conveyed to the second parties, as and for further and additional security

for the payment of the Bonds secured by this indenture, subject, however, to the provisions relating thereto, hereinafter contained; also all the revenues and income of said consolidated Chicago, Burlington and Northern Railroad Company; also any and all right, title, interest and property which said first party may at any time hereafter acquire in or to said railroad of said Chicago, Burlington and Northern Railroad Company of Illinois, whether by lease, purchase, consolidation or otherwise, but not including any extensions or branches which may in the future be built by either of said Companies, and belong to or be acquired by said consolidated Chicago, Burlington and Northern Railroad Company.

The party of the first part, however, reserves to the trustees hereunder, whenever in each and every year they cannot purchase in open market, after advertisement in the manner hereinafter provided, or at private sale, a sufficient amount of the Bonds issued hereunder to take up and absorb one half (1-2) of the net earnings of said Chicago, Burlington and Quincy Railroad Company, and of said Chicago and Iowa Railroad Company, earned during the previous business year, on all business to and from the railroads of said consolidated Chicago, Burlington and Northern Railroad Company, and of said Chicago, Burlington and Northern Railroad Company of Illinois (which said one half (1-2) of net earnings, as stated in said Bonds, said Chicago, Burlington and Quincy Railroad Company, and said Chicago and Iowa Railroad Company have agreed to devote to the purchase of the bonds issued hereunder), the right to and they shall draw by lot, and pay for at one hundred and five (105), and accrued interest, after giving notice in the manner hereinafter provided, a sufficient amount of the bonds issued hereunder to absorb said one half (1-2) of said net earnings, and reserves also the right to redeem all the Bonds of this issue on April 1st, 1896, or on any coupon day thereafter before the maturity of the Bonds, at one hundred and five (105) and accrued interest, by giving, in any case, notice of its intention so to do, by publication once each week for the six months next preceding the date fixed for their redemption, in one daily newspaper published in each of the Cities of Boston, Massachusetts, and New York, N. Y.

To have and to hold the said railroad of the said consolidated Chicago, Burlington and Northern Railroad Company, constructed and to be constructed, and all the other property and interests above mentioned or intended to be included, and all and singular said premises and every part thereof, with the appurtenances, unto the said parties of the second part, or the survivors of them, and their successors in said trust and assigns; but for the following purposes, and upon the following express trusts, that is to say:—

In case the said consolidated Chicago, Burlington and Northern Railroad Company shall make default in the payment of taxes and assessments, as herein provided, after thirty days' notice in writing by the parties of the second part requiring the payment thereof; or shall fail to pay the principal or any part thereof, or any of the interest on any Bond secured or intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof, and for sixty (60) days there-

after, then and in such case, at the written request of the holders of one tenth (1-10) of said Bonds at the time outstanding, the said parties of the second part, their survivors or successors in said trust or assigns, may, upon being indemnified by the parties making the application, enter into and take possession of said railroad of said consolidated Chicago, Burlington and Northern Railroad Company, and all other property, rights and interests hereby conveyed or intended to be conveyed, and as attorneys in fact and agents of said first party, by themselves or their agents duly constituted, have, use and employ the same and receive the revenues therefrom, making from time to time all needful repairs, alterations and additions thereto, and after indemnifying themselves from loss, damage or liability arising from the management of said trust, apply the net earnings of said railroad, franchises and the other property hereby conveyed, less such an amount as may be necessary for the payment of taxes and assessments and a reasonable compensation to the trustees, to the payment of all such interest on said Bonds as may at that time remain in arrear and unpaid, in the order in which such interest shall have become or shall become due, ratably to the persons holding the coupons evidencing the right to such interest; but when and as soon as the second parties, out of such net earnings, shall have paid off all such arrears of interest, and of taxes and assessments, or such net earnings in their hands shall be sufficient for that purpose, they shall redeliver said railroads and property to the first party; *provided, however,* that nothing in this provision contained shall be deemed or construed to preclude the second parties proceeding to foreclose this mortgage in the manner hereinafter provided; or the said second parties, their survivors or their successors in said trust or assigns, at their discretion *may,* and upon the written request of the holders of one tenth (1-10) of said Bonds then unpaid *shall,* upon being indemnified by the parties making the application, in case such mode of foreclosure shall at that time be authorized or permitted by law, cause said premises and property, including said Construction Bonds and said Capital Stock of said Illinois Company, to be sold at public auction at La Crosse in said State of Wisconsin, after giving sixty (60) days' notice of the time, place and terms of such sale, by publishing the same at least four times in each week in one or more of the principal newspapers for the time being published in each of the Cities of Boston, Massachusetts, New York, N. Y. and La Crosse, Wisconsin, and upon such sale execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for all the property held by said Company under such title, and a suitable and effective conveyance and assignment for all leaseholds and other property held by said Company and sold by said parties of the second part, which conveyances shall be a bar to the Chicago, Burlington and Northern Railroad Company, party of the first part, its successors and assigns, and all persons claiming under it or them, of all right, title, interest and claim in or to said premises or any part thereof.

Said trustees shall, after deducting from the proceeds of such sale the costs and expense thereof, and of the management of said property, and sufficient to pay all taxes and assessments and a reasonable compensation to themselves for their services, and to indemnify and save themselves harmless

from and against all liability arising from this trust, appropriate and apply so much of the proceeds of said property as may be necessary to the payment in full of the principal and accrued interest of said Bonds then remaining unpaid, whether then due and payable or not, and shall restore the residue thereof to said first party, its successors and assigns; and in case said proceeds shall not be sufficient for such payment in full, then to appropriate and apply the same, without preference, ratably to the payment of all of such unpaid principal and interest.

It is understood and agreed that in no case shall any claim be made under or advantage taken by said first party, its successors or assigns, of valuation, appraisement, redemption or extension laws now in force or hereafter enacted; nor any injunction or stay of proceedings be prayed for or had, or any process be obtained or applied for by it or them to prevent such entry, sale and conveyance as aforesaid.

And further, that in case said parties of the second part, their survivors or successors in said trust or assigns, shall, for any reason, omit to avail themselves of any such default as aforesaid, such omission shall not prejudice or impair the rights or remedies of said second parties, their survivors or successors in said trust, or assigns, to avail themselves of any other or further neglect or default of said first party.

Nor shall the above remedies provided for in cases of default exclude the parties of the second part, their survivors or successors, if they shall so elect, from any other legal or equitable remedies they may be entitled to in the premises, including any other legal mode of foreclosing this mortgage.

And the said party of the first part, for itself and its successors, hereby agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises, or any part thereof, to said parties of the second part, their survivors or successors in said trust, or assigns, which counsel of the parties of the second part, at any time, may advise, for the more effectually vesting the title to the property hereby granted, or intended to be conveyed, in said parties of the second part, their survivors or successors and assigns; and for the more fully carrying into effect the objects and purposes of these presents.

It is hereby, also, mutually agreed and understood that it shall be lawful for said first party, its successors and assigns, to retain possession of said property hereby conveyed, and to receive and dispose of the current revenues of said railroads and property hereby conveyed, as it or they shall deem proper, until default shall be made in the payment of the principal or interest of the Bonds hereby secured, or some part thereof, or of taxes and assessments, as herein provided; and further, that said first party hereby covenants to pay all taxes and assessments that may be lawfully levied or assessed upon said railroad of said consolidated Company and property connected therewith, as they shall respectively become due and payable.

And that, upon full and final payment of the principal and interest of said Bonds, issued under and secured by this instrument, the estate hereby granted to said parties of the second part shall be void, and the right and title to the premises and property hereby conveyed shall revert to and

revest in said party of the first part, its sucessors and assigns, without any acknowledgment of satisfaction, re-conveyance, re-entry or other act.

And further, that all Bonds secured by and issued under this indenture, and the proceeds thereof, shall be used for and appropriated to the objects and purposes herein contemplated.

And further, that the Bonds issued under and secured by this Trust Mortgage are to be issued and used only when and so fast as the same and the proceeds thereof shall be required by said first party, its successors and assigns, for the payment of the costs and expenses of construction and equipment of the said railroad of said consolidated Chicago, Burlington and Northern Railroad Company, constructed and to be constructed, and for the other objects and purposes herein mentioned or contemplated, and said Bonds shall at any and all times be certified by said second parties, their survivors or successors in said trust or assigns, upon the written application of the party of the first part.

And it is further covenanted and agreed, that the parties of the second part shall collect the interest on said Construction Bonds of said Chicago, Burlington and Northern Railroad Company of Illinois, hereby transferred to them, and, when so collected, as long as the terms of this Mortgage are complied with by the party of the first part, shall, on the first days of April and October in each year, pay over the same to said party of the first part; and also that said parties of the second part shall execute and deliver to said first party a power of attorney of even date herewith, irrevocable as long as the terms of this mortgage are complied with by said party of the first part, authorizing it to vote, as it shall deem best, upon all of said Capital Stock of said Illinois Company, at any and all meetings of said Company, and to collect and receive, and use for its own purposes, any and all dividends upon the same; and further that any or all of said Capital Stock may, at any time or times, by consent of the first and second parties hereto, be used or disposed of in such manner as they shall judge best.

And further, in case and as soon as said consolidated Chicago, Burlington and Northern Railroad Company shall become the owner in fee of the railroad of said Chicago, Burlington and Northern Railroad Company of Illinois, or become consolidated with that Company, the title to said railroad and property shall thereupon immediately inure to the parties of the second part, their survivors or successors in said trust and assigns, for the objects and purposes of this trust, and the party of the first part shall thereupon make apt and suitable conveyances thereof to said second parties, their survivors or successors in said trust; and that thereupon or at any time thereafter, at the option of said first party, it shall have the right to withdraw such Construction Bond or Bonds as are secured by Mortgage thereon, and said Capital Stock of said Illinois Company, from the operation of this indenture, and the said second parties, upon request of the party of the first part hereto in writing therefor, shall assign and redeliver said Capital Stock, and shall cancel and redeliver said Construction Bond or Bonds, to the party of the first part, its successors and assigns, and said Mortgage of said Chi-

cago, Burlington and Northern Railroad Company of Illinois, securing said Construction Bonds, shall thereupon be discharged of record.

It is further covenanted and agreed, that, in order to enable the said Chicago, Burlington and Quincy Railroad Company and the said Chicago and Iowa Railroad Company to invest said one half (½) of their net earnings in said Five per cent (5%) Bonds, issued hereunder, and in accordance with the power hereinbefore reserved to the trustees of drawing Bonds by lot for that purpose, said trustees shall—

(1) Give notice, in the month of March in each year, or as soon thereafter as practicable, by public advertisement daily, except Sundays, for one week in a daily newspaper published in each of the Cities of Boston, Mass., and New York, N. Y., stating the amount to be so invested, and asking for tenders to sell to them on the lowest terms Bonds issued under this mortgage; the maximum price to be par and five per cent (5%) premium and accrued interest.

(2) In case they do not in the foregoing manner obtain enough of said Bonds to absorb the sum in their hands, they may purchase said Bonds at private sale; the price in no case, however, to exceed par and five per cent (5%) premium and accrued interest.

(3) And in the event, however, that no Bonds or that an insufficient amount of Bonds to absorb the sum so held by them to be so invested are obtained by both the above methods, then said trustees shall proceed to draw by lot such an amount of said Bonds as shall be required to exhaust, as nearly as may be, the amount so in their hands to be invested, and shall thereupon give notice by public advertisement to be inserted daily, except Sundays, for ten (10) days in a daily newspaper published in each of the said Cities of Boston, Mass., and New York, N. Y., stating the numbers of the Bonds so drawn, and the day when the said Bonds will be paid at one hundred and five (105) and accrued interest on presentation to said trustees, and that from and after such last-named day all interest upon Bonds thus drawn shall cease.

Interest on said Bonds, when purchased, shall cease from the first day of the month next following such purchase, and, when drawn by said trustees in manner aforesaid, shall cease from the day named in the trustees' notice of drawing as the day for presentation of said Bonds for payment.

Said trustees shall, as soon as a drawing has taken place, if one is necessary, otherwise as soon as the requisite number of Bonds have been purchased, immediately apportion all such Bonds, whether purchased or drawn, giving the numbers and denomination of the Bonds set off to each, between said two Companies, to wit: the Chicago, Burlington and Quincy Railroad Company and the Chicago and Iowa Railroad Company, and shall deliver said Bonds to them when and as fast as they come into the possession of said trustees, and shall upon such apportionment pay over any balance remaining in their hands, over and above the amount necessary to pay for said Bonds so purchased and drawn, to the respective Companies to which it belongs, and said balance shall be carried forward and added to the amount to be so invested in the following year.

It is further mutually agreed that the said second parties, their survivors and successors in said trust, or assigns, shall only be accountable for gross negligence or wilful default in the management thereof, and shall not be responsible for the acts of each other to which they do not severally assent, nor for the acts of any agent employed by them, when such agent shall have been selected with reasonable discretion.

And that said second parties, their survivors or successors in said trust, and assigns, shall be entitled to reasonable compensation for their labor, services and expenses in the management of said trust.

And further, that whenever a vacancy among said parties of the second part, their survivors or successors, shall occur by death, resignation or inability to discharge the duties of this trust, which inability shall be determined and declared by resolution of the Board of Directors of the first party, the first party shall proceed forthwith to nominate, and, with the concurrence of the remaining trustees or trustee, as the case may be, if there be any trustee remaining, to appoint a new trustee or trustees to fill such vacancy or vacancies, by endorsing such appointment in writing on one part of this indenture, and each person so appointed shall endorse his acceptance of such appointment upon this indenture.

In case such vacancy shall not be filled within sixty (60) days from the occurrence thereof in the manner aforesaid, the holders of one hundred (100) of the bonds secured by this mortgage and then outstanding, may apply to any Court in the States of Wisconsin or Minnesota having jurisdiction of the premises, to appoint a new trustee or trustees to supply such vacancy, and such new trustee or trustees appointed in either manner shall become one of the party or parties of the second part, and vested for the purposes aforesaid with all rights, interests or powers requisite to enable him or them to execute with the others this trust, without any further assurance or conveyance of the same. But, should it be thought desirable or necessary by the counsel of the second parties, the parties hereto shall execute and deliver or cause to be executed and delivered such releases and conveyances as counsel shall advise to be necessary.

It being further understood that the remaining trustee or trustees shall in the mean time, and until such vacancy shall be so filled, be fully empowered to execute all the provisions of this trust.

And, further, that in relation to the duties herein provided to be performed by said three trustees, the same may be executed and performed by a majority thereof.

And that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor or survivors, and assigns respectively, of the parties hereto.

The said parties of the second part hereby severally accept the trusts created by these presents.

In witness whereof, The said Chicago, Burlington and Northern Railroad Company, party of the first part, has caused its corporate name to be hereunto, and to fifteen other originals, subscribed, and its corporate seal to be hereto attached by its President, and the same to be attested by its Secre-

tary; and the said parties of the second part have also hereunto, and to the fifteen other originals, set their hands and seals, all on the day and year first above written.

[SEAL] The Chicago Burlington & Northern R. R. Co.

Attest: *By* A. E. TOUZALIN.

J. MURRAY FORBES.

HENRY PARKMAN. [SEAL]

J. MALCOLM FORBES. [SEAL]

LUCIUS M. SARGENT. [SEAL]

Signed, sealed, and delivered in presence of

F. B. BEAUMONT.

W. L. WATTS.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On this fifth day of December A. D. 1885, before me, a Notary Public in and for said County of Suffolk, duly commissioned to take acknowledgments and proofs of deeds and other instruments in writing, under seal, personally came A. E. Touzalin, President, and J. Murray Forbes, Secretary of the Chicago, Burlington and Northern Railroad Company, to me known to be such President and Secretary, and to be the persons who executed the foregoing instrument, and whose names are thereto subscribed as such officers, and severally duly acknowledged the same to be their free and voluntary act and deed as such President and Secretary, and the free and voluntary act and deed of the said Chicago, Burlington and Northern Railroad Company, for the uses and purposes therein expressed; and the said A. E. Touzalin and J. Murray Forbes, being by me first duly sworn, did depose and say: That they are respectively President and Secretary, as hereinbefore stated, of said Railroad Company; that they know the corporate seal of the said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Railroad Company; that it was affixed thereto by order of said Company duly made, and that they signed their respective names thereto as such President and Secretary by the like order.

In witness whereof, I hereunto set my hand and official seal, this fifth day of December, A. D. 1885. WILLIAM A. HAYES 2D.,

[SEAL] *Notary Public.*

RECORDED IN WISCONSIN

County	*Date*	*Book*	*Page*
LA CROSSE	December 8, 1885	32	83
TREMPEALEAU	December 9, 1885	19	409
VERNON	December 9, 1885	U	283
BUFFALO	December 9, 1885	15	285
GRANT	December 10, 1885	38	113
PEPIN	December 10, 1885	H	578
CRAWFORD	December 10, 1885	L	318
PIERCE	December 19, 1885	30	387
SECRETARY OF STATE	December 9, 1885	7	231

RECORDED IN MINNESOTA

County	*Date*	*Book*	*Page*
WASHINGTON	December 11, 1885	W	174
RAMSEY	December 14, 1885	107	10
SECRETARY OF STATE	December 10, 1885	3	422

APPOINTMENT, December 2, 1885, of J. Murray Forbes, Agent and A. E. Touzalin, Agent with Power of Attorney for S. H. Mallory & Co.

* * * * * * * * *

Whereas, we, S. H. Mallory & Company, of Chariton, Iowa, on the twenty first (21st) day of November 1885, entered into a contract with the Chicago, Burlington and Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota, to build and equip the railroad of said Company; in payment for which we are to receive Six million dollars ($6,000,000.) of the full paid Capital Stock of said Company, and Six million dollars ($6,000,000.) of its first mortgage bonds; and also on the second day of December 1885 entered into a contract with the Chicago, Burlington and Northern Railroad Company of Illinois to build and equip the railroad of that Company; in payment for which we are to receive Three million dollars ($3,000,000.) of the full paid Capital Stock and Three million dollars ($3,000,000.) of the first mortgage bonds of said consolidated Chicago, Burlington and Northern Railroad Company of the States of Wisconsin and Minnesota, and

Whereas we, said S. H. Mallory & Company, desire to sell and dispose of said stock and bonds, amounting to Nine million dollars ($9,000,000.) of each, at the highest possible figures in order to raise the necessary money for building and equipping said railroads and carrying out both our said contracts in a manner satisfactory to said Railroad Companies, and cannot ourselves advantageously sell and dispose of said stock and bonds.

Now Therefore, in order to sell said stock and bonds to the best advantage and to have said railroads built and equipped in a manner satisfactory to the said Companies, we hereby irrevocably appoint J. Murray Forbes of Milton, Massachusetts, our agent to call for and have issued and delivered to him at such times and in such installments as he may request, and to receive said Nine million dollars ($9,000,000.) of Capital Stock and Nine million dollars ($9,000,000.) of first mortgage bonds, which by the terms of said contracts are to be paid to us by said Railroad Companies, giving to said Forbes full power to sell and dispose of the same to such persons and upon such terms as he shall think best, and to receive and receipt for all such money accruing from such sales.

We also hereby irrevocably appoint A. E. Touzalin our agent with full power to make and sign and approve sub-contracts for the building of said railroads and for obtaining material and equipment therefor, and to perform such other acts as may be necessary to push said contracts to speedy completion; payment for such building, material and equipment will be made by our said agent, J. Murray Forbes, as and when called for by said Touzalin, and

We hereby further authorize and empower said Forbes to use expend and dispose of so much of the money received by him as our Agent from the sale of said stock and bonds as may be necessary in carrying out the sub-contracts made or approved by said Touzalin for building and equipping said Railroads aforesaid and in carrying out our obligation under said contracts, it being understood and agreed that the books of account kept by said J. Murray Forbes as Treasurer of said Consolidated Chicago, Burlington and Northern Railroad Company, showing the receipts of money and expenditures of the same, shall be treated and considered as showing the accounts between him and us, said Mallory & Company, and that, as said agent, he shall not be obliged or required to keep any other books of account.

In Witness Whereof, we hereunto set our hands and seals, this second (2nd) day of December, 1885.

S. H. MALLORY & Co. [SEAL]

Signed sealed and delivered in presence of
J. J. BURNS.

RELEASE OF MORTGAGE, July 2, 1908, Henry Parkman and T. Jefferson Coolidge Jr., Trustees, to Chicago, Burlington & Northern Railroad Company [Wisconsin and Minnesota].

* * * * * * * * *

Whereas, the Chicago, Burlington & Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota and organized and existing under the laws of said States by indenture of mortgage bearing date the first day of December 1885, in and for the consideration therein named and to secure the payment of the bonds therein specified, did convey certain described property unto Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, their survivors and successors in said trust and assigns; and

Whereas, said mortgage has been recorded as follows:

December 10, 1885, in the office of the Secretary of State of Minnesota, Book 3 of General Railroad Records, Page 422.

December 11, 1885, in the office of the Register of Deeds for Washington County, Minnesota, Book W of Mortgages, Page 174.

December 14, 1885, in the office of the Register of Deeds for Ramsey County, Minnesota, Book 107 of Mortgages, Page 10.

December 9, 1885, in the office of the Secretary of State for Wisconsin, Volume 7 of Railroad Mortgages, Page 231.

December 9, 1885, in the office of the Register of Deeds for Trempealeau County, Wisconsin, Book 19 of Mortgages, Page 409.

December 10, 1885, in the office of the Register of Deeds for Crawford County, Wisconsin, Book L of Mortgages, Page 318.

December 9, 1885, in the office of the Register of Deeds for Vernon County, Wisconsin, Book U of Mortgages, Page 283.

December 8, 1885, in the office of the Register of Deeds for LaCrosse County, Wisconsin, Book 32 of Mortgages, Page 83.

December 10, 1885, in the office of the Register of Deeds for Pepin County, Wisconsin, Book H of Mortgages, Page 578.

December 9, 1885, in the office of the Register of Deeds for Buffalo County, Wisconsin, Book 15 of Mortgages, Page 285.

December 19, 1885, in the office of the Register of Deeds for Pierce County, Wisconsin, Book 30 of Mortgages, Page 387.

December 10, 1885, in the office of the Register of Deeds for Grant County, Wisconsin, Volume 38 of Mortgages, Page 113.

and

Whereas, all the bonds issued under and secured by said mortgages have been fully paid and cancelled and all the agreements under said mortgage have been carried out on the part of said Railroad Company; and

Whereas, said J. Malcolm Forbes and Lucius M. Sargent are no longer Trustees under said mortgage; and

Whereas, T. Jefferson Coolidge, Jr. of Boston, Massachusetts, has been duly appointed as successor in trust to said Lucius M. Sargent;

Now therefore, We, Henry Parkman, as Trustee, and T. Jefferson Coolidge, Jr., as successor in trust, respectively under said mortgage, hereby certify that the same has been, and is, fully paid and satisfied, in all respects, and that we, as such Trustee and successor in trust respectively, hereby release and discharge the property covered by said mortgage of and from the lien thereof.

In witness whereof, We have hereunto set our hands and seals this second day of July, A. D., 1908.

HENRY PARKMAN, [SEAL]
Trustee.

T. JEFFERSON COOLIDGE, JR., [SEAL]
Successor in Trust.

Witnesses:

F. R. JEWETT to H. P.

F. G. MARASPIN to T. J. C., Jr.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On this 2d day of July A. D., 1908, before me personally appeared Henry Parkman, Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as such Trustee.

[SEAL] THOMAS J. HARPER,
Notary Public.

My commission expires: August 16th, 1911

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On this 2d day of July, A. D., 1908, before me personally appeared T. Jefferson Coolidge, Jr. Successor in Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as such Successor in Trust.

[SEAL] THOMAS J. HARPER,
Notary Public.

My commission expires: August 16th, 1911

RECORDED IN MINNESOTA

County	*Date*	*Book*	*Page*
WASHINGTON	June 18, 1909	23	630
RAMSEY	June 19, 1909	109	213
SECRETARY OF STATE at St. Paul	May 27, 1909	12	355

RECORDED IN WISCONSIN

County	*Date*	*Book*	*Page*
TREMPEALEAU	June 24, 1909	44	413
CRAWFORD	July 7, 1909	81	577
VERNON	July 12, 1909	28	514
LACROSSE	July 16, 1909	71	498
BUFFALO	July 22, 1909	34	529
PIERCE	July 29, 1909	110	236
GRANT	August 4, 1909	67	114
PEPIN	August 12, 1909	V	204
SECRETARY OF STATE at Madison	August 17, 1909	15	190

TRUST MORTGAGE, June 1, 1888, Chicago, Burlington & Northern Railroad Company [Wisconsin, Minnesota] to the American Loan and Trust Company.

* * * * * * * * *

This Indenture of Mortgage, made this first day of June, in the year of our Lord one thousand eight hundred and eighty-eight, by and between the Chicago, Burlington and Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota, and organized and existing under the laws of said States, party of the first part (hereinafter referred to as the first party), and the American Loan and Trust Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, trustee, for the uses and purposes and upon the terms and conditions herein stated, party of the second party (hereinafter referred to as the trustee).

Whereas, the first party is now the owner of a line of railroad extending from a point on the State line between the States of Illinois and Wisconsin, in Grant County, Wisconsin, near the city of East Dubuque, in the State of Illinois, northerly to a point on the west boundary line of the State of Wisconsin, near the town of Prescott, on the St. Croix River, in Pierce County, Wisconsin, and thence northwesterly in the State of Minnesota to and into the city of St. Paul, a distance of about two hundred and forty-five 16/100 (245.16) miles, and also of certain branches, to wit, the La Crosse freight line, six 12/100 miles in length; the La Crosse and Black River line, one 48/100 miles in length, and the Winona Branch line, two 72/100 miles in length, said main line and branches making a total mileage of about two hundred and fifty-five 48/100 miles; and the Chicago, Burlington and Northern Railroad Company of Illinois, a corporation created and organized under and in conformity with the laws of the said State of Illinois, is now the owner of a line of railroad extending from a point in the town of Oregon, in Ogle County, Illinois, westerly to and into the town of Savanna

in Carroll County, Illinois, and also from a point in the city of Fulton, in Whiteside County, Illinois, northerly to a connection with the above-mentioned railroad in the town of Savanna, and thence northerly to the boundary line of the State of Wisconsin, in Jo Daviess County, Illinois, a distance of one hundred and three 40/100 miles, there meeting and connecting with the railroad of said first party and making with it one continuous line of railroad from St. Paul to Fulton and Oregon, Illinois (at which points it connects with the railroad system of the Chicago, Burlington and Quincy Railroad Company), and also of a certain branch, to wit, the Galena Branch line, extending from a point near the mouth of the Galena River to and into the town of Galena, Illinois, and being three 60/100 miles in length; said main line and branches of said Illinois Company making a total mileage of one hundred and seven miles, and the railroads owned by the first party and the said Chicago, Burlington and Northern Railroad Company of Illinois making together a total mileage of about three hundred and sixty-two 50/100 miles; and

Whereas, the first party, on the first day of December, A. D. 1885, made and executed a certain mortgage to Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, of Boston, in the State of Massachusetts, trustees, of all its railroad, railroad properties, franchises and appurtenances, as therein described, and of three million dollars ($3,000,000) of the construction bonds, and three million dollars ($3,000,000) of the capital stock of the Chicago, Burlington and Northern Railroad Company of Illinois, to secure the payment of the five per cent bonds of the first party to the total amount of nine million dollars ($9,000,000), payable on the first day of April, A. D. 1926; and

Whereas, the first party has also issued and now has outstanding its debenture bonds or notes to the amount of two million two hundred and fifty thousand dollars, dated Dec. 1, A. D. 1886, payable Dec. 1, A. D. 1896, bearing six per cent (6%) interest, and unsecured by any mortgage, in and by which said debenture bonds or notes it is provided "that whenever the said company shall make any further mortgage covering any of the railroad of said company described in and covered by said first mortgage, such further mortgage, which, under all circumstances, is to be limited to ten thousand dollars per mile, shall provide that out of the bonds issued thereunder, an amount, the principal of which shall be equal in face value to the principal of said debentures then outstanding, shall be reserved, and the proceeds thereof shall be applied only to the payment of an equal amount of said debentures"; and

Whereas, the first party is authorized by the statutes and laws aforesaid, and by the terms of its organization, to execute trust mortgages of its railroad and franchises connected therewith, and of its other property, to secure the payment of bonds issued for the objects and purposes herein set forth; and

Whereas, the first party is desirous of borrowing money to an amount not exceeding three million six hundred and twenty-five thousand ($3,625,000) dollars, for the purpose of completing, improving and maintaining its lines of railroad, and of providing for the payment of said debentures now out-

standing, and of furnishing aid to said Chicago, Burlington and Northern Railroad Company of Illinois, as it is authorized by law to do, and for other purposes; and at a meeting of its Board of Directors, duly called and held at its office in the city of Boston, Massachusetts, on the fourteenth day of August, 1888, did resolve to execute and issue its bonds of the date of June 1, 1888, having 30 years from June 1, 1888, to run to maturity, bearing interest from and after June 1, 1888, at the rate of not over six (6%) per centum per annum, payable semi-annually on the first days of June and December in each year, the first coupon for six (6) months' interest to be payable Dec. 1, 1888, and the principal to be payable June 1, A. D. 1918, both principal and interest to be payable at the office of the company in the city of Boston, Massachusetts, or at such other place or places as the Board of Directors may appoint; said bonds, however, to be redeemable at par and accrued interest on June 1, 1898, or on any coupon day thereafter, and to be in the form and contain the provisions following, that is to say:—

UNITED STATES OF AMERICA

CHICAGO BURLINGTON AND NORTHERN RAILROAD COMPANY.

No..... SECOND MORTGAGE % BONDS. No....

Know all men by these presents, That the Chicago, Burlington and Northern Railroad Company, a consolidated corporation duly created and organized under the laws of the States of Wisconsin and Minnesota, is indebted to the American Loan and Trust Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts, in the sum of one thousand dollars in the lawful money of the United States of America, which the said railroad company promises to pay, at its office in Boston, Massachusetts, to the bearer hereof, or, in case of registration, to the registered holder, on the first day of June, A. D. 1918, together with interest thereon from and after the first day of June, A. D. 1888, at the rate of per cent per annum, payable semi-annually at the office of the company in Boston, or at such other places as the directors of said railroad company may from time to time designate, on the first days of June and December in each year, on the presentation and surrender of the annexed coupons as they severally become due, in accordance with their provisions. Said coupons to be paid to the bearer thereof, whether the bond is registered or not, and the company may, but shall not be obliged to, require proof of ownership of any coupon before paying the same, and payment thereof to the person presenting the same shall in any case discharge the company. This bond shall pass by delivery unless registered, or, if registered, by transfer upon the books of the company, in the city of Boston, or at such other places as the company may hereafter appoint. After registration of ownership, certified hereon by the treasurer or transfer agent, this bond shall not pass by delivery unless the last transfer on the books of the company shall have been to bearer; the bond to be subject to successive registrations and transfers to bearer at the option of the lawful holder.

This bond is one of a series of second mortgage bonds amounting in the aggregate to three million six hundred and twenty-five thousand dollars, issued by the Chicago, Burlington and Northern Railroad Company, payable

to the American Loan and Trust Company or bearer: all bearing even date herewith, and secured by a second mortgage upon all its said railroad and all the property and franchises thereto belonging, not including, however, any future branches or extensions thereof. Bonds of the Chicago, Burlington and Northern Railroad Company of the State of Illinois, to the amount of one million and seventy thousand dollars ($1,070,000), secured by a second mortgage upon its road, have been conveyed to, and are to be held by, the said trustee for further and additional security, as provided in the mortgage securing the bonds of this issue.

The Chicago, Burlington and Quincy Railroad Company, and the Chicago and Iowa Railroad Company, have agreed to devote, for twenty years, one half of their net earnings on all business to and from the Chicago, Burlington and Northern Railroad to the annual purchase of the first mortgage bonds of this company, at not above one hundred and five (105) and accrued interest; and the Chicago, Burlington and Quincy Railroad Company has guaranteed that after the said railroad is open for business through to St. Paul, the amount so invested in each year shall not be less than one hundred thousand dollars ($100,000) for twenty years from such date.

The Chicago, Burlington and Northern Railroad Company hereby reserves the right to redeem all the bonds of this issue on the first day of June, A. D. 1898, or on any coupon day thereafter before the maturity of the bonds, at par and accrued interest, by giving, in either case, notice of its intention so to do, by publication once each week for the six months next preceding the date fixed for their redemption, in one daily newspaper published in each of the cities of Boston and New York.

This bond is to be valid only when authenticated by a certificate indorsed hereon, signed by the trustee above named.

In Witness Whereof, the Chicago, Burlington and Northern Railroad Company has caused its corporate seal to be affixed to this bond, and the same to be signed by the chairman of its finance committee and its treasurer, thereunto duly authorized, under the date of June 1, A. D. 1888.

Chicago, Burlington and Northern R. R. Company.

by

Treasurer *Chairman of Finance Committee.*

and did also resolve to secure the payment of the same, both principal and interest, by a second mortgage of its said railroad, branches, franchises and other corporate property of every nature and kind, to said party of the second part, as trustee, for the benefit and security of the holders of said bonds, which said bonds shall be authenticated by a certificate signed by the trustee as being issued under and secured by said mortgage.

Now, Therefore, this Indenture Witnesseth: That the first party, in order to secure the payment of its said bonds to be issued as aforesaid, and the interest thereon, and in consideration of one dollar ($1.00) to it in hand paid by the party of the second part at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargined, sold, transferred and conveyed, and by these presents does grant, bargain, sell, transfer and convey to the party of the second part as trustee, and to

its successors in said trust and assigns, all the following described property, to wit:—

All the present and in the future to be acquired property of the first party, in and relating to its railroad, except future extensions and branches, and all the right, title, interest and equity of redemption therein; that is to say, all of said railroad of the first party extending from a point on the State line between the States of Illinois and Wisconsin, in Grant County, Wisconsin, near the city of East Dubuque, in the State of Illinois, where it connects with the railroad of said Chicago, Burlington and Northern Railroad Company of Illinois, northerly into and through the counties of Grant, Crawford, Vernon, La Crosse, Trempealeau, Buffalo, Pepin and Pierce, in the State of Wisconsin, to a point on the west boundary line of said State of Wisconsin, near the town of Prescott, in said Pierce County, thence northwesterly into and through the counties of Washington and Ramsey, in the State of Minnesota, to and into the city of St. Paul, Minnesota, a distance of about two hundred and forty five 16 100 miles, and also its said branches now built, to wit: the La Crosse freight line, six 12/100 miles in length; the La Crosse and Black River line, one 48/100 miles in length, and the Winona Branch line, two 72/100 miles in length, including therein the rights of way, road-bed, superstructure, all the lands, depots, depot grounds, station houses, viaducts, fences, bridges, timber and materials appurtenant to or to become connected with said railroad and branches, and all property purchased or to be purchased for said railroad and branches; also all engines, tenders, cars and machinery, and all other kinds of rolling stock belonging to or which may hereafter be acquired by the first party, all of which shall be suitably designated and marked, but not including cars and other rolling stock purchased for use upon future extensions or branches; but this clause shall not be so construed as to prevent the first party from selling any materials or rolling stock, in the ordinary course of its business, to be replaced by new, which shall immediately vest in the trustee without any further conveyance; also all the rights, privileges and franchises of the first party relating to said railroad, and property acquired by virtue thereof, now in possession, or which may hereafter be acquired, including all machine shops, implements and tools contained therein, or along the line of said railroad, although the same may not be herein specifically mentioned; also all the construction bonds, amounting to three million dollars ($3,000,000), and all of the capital stock, amounting to three million dollars ($3,000,000), of said Chicago, Burlington and Northern Railroad Company of Illinois, which said stock and bonds were purchased from said Illinois Company for the money furnished to it for the construction of its railroad, and were by the first party assigned, transferred and conveyed to Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, trustees, under its said first mortgage as and for further and additional security for the payment of the bonds secured by said first mortgage; also all the revenues and income of the first party; also any and all right, title, interest and property which the first party may at any time hereafter acquire in or to said railroad of said Chicago, Burlington and Northern Railroad Company of Illinois, whether by lease, purchase, consolidation or otherwise, but not including any extensions or branches which

may in the future be built by either of said companies, and belong to or be acquired by the first party; the premises hereinbefore conveyed being subject to the prior lien created by the said mortgage to Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, trustees, dated December 1st, A. D. 1885, and part of the rolling stock belonging to the first party being also subject to the prior lien created by an equipment mortgage to Francis Peabody, Jr., E. V. R. Thayer and Nathaniel H. Stone, dated February 1st, A. D. 1888; and also the second mortgage bonds of the said Chicago, Burlington and Northern Railroad Company of Illinois, amounting to one million and seventy thousand dollars ($1,070,000), which said second mortgage bonds were issued by said Illinois Company for the purpose of raising money to pay an indebtedness incurred by it for completing, finishing, improving and operating its lines of railroad and to complete, finish, improve and operate its lines of railroad, and were purchased from said Illinois Company and are now held and owned by the first party, and are hereby by it assigned, transferred and conveyed to the trustee, as and for further and additional security for the payment of the bonds secured by this indenture, subject, however, to the provisions relating thereto hereinafter contained.

The first party reserves the right to redeem all the bonds of this issue on June 1, 1898, or on any coupon day thereafter before the maturity of the bonds, at par and accrued interest, by giving, in any case, notice of its intention so to do, by publication once each week for the six months next preceding the date fixed for their redemption, in one daily newspaper published in each of the cities of Boston, Massachusetts, and New York, N. Y.

To have and to hold the said railroad of the first party, and said branches thereof, and all the other property and interests above mentioned or intended to be included, and all and singular said premises and every part thereof, with the appurtenances, unto the trustee and its successors in said trust and assigns; but for the following purposes, and upon the following express trusts, that is to say:—

In case the first party shall make default in the payment of taxes and assessments, as herein provided, after thirty days' notice in writing by the trustee requiring the payment thereof; or shall fail to pay the principal or any part thereof, or any of the interest on any bond secured or intended to be secured hereby at any time when and where the same may become due and payable according to the tenor thereof, and for sixty (60) days thereafter, then and in such case, at the written request of the holders of one tenth (1-10) of said bonds at the time outstanding, the trustee, its successors in said trust or assigns, may, upon being indemnified by the parties making the application, enter into and take possession of said railroad of the first party and said branches thereof, and all other property, rights and interests hereby conveyed or intended to be conveyed, and as attorney in fact and agent of the first party, by itself or its agents duly constituted, have, use and employ the same and receive the revenues therefrom, making from time to time all needful repairs, alterations and additions thereto, and after indemnifying themselves from loss, damage or liability arising from the management of said trust, apply the net earnings of said railroad, branches, franchises and the other property hereby conveyed, less such an amount as

may be necessary for the payment of taxes and assessments and a reasonable compensation to the trustee, to the payment of all such interest on said bonds as may at that time remain in arrear and unpaid, in the order in which such interest shall have become or shall become due, ratably to the persons holding the coupons evidencing the right to such interest; but when and as soon as the trustee, out of such net earnings, shall have paid off all such arrears of interest, and of taxes and assessments, or such net earnings in its hands shall be sufficient for that purpose, it shall redeliver said railroad, branches and property to the first party: provided, however, that nothing in this provision contained shall be deemed or construed to preclude the trustee proceeding to foreclose this mortgage in the manner hereinafter provided; or the trustee, its successors in said trust or assigns, at their discretion may, and upon the written request of the holders of one tenth (1-10) of said bonds then unpaid, shall upon being indemnified by the parties making the application in case such mode of foreclosure shall at that time be authorized or permitted by law, cause said premises and property, including said construction bonds and said capital stock and said second mortgage bonds of said Illinois Company, to be sold at public auction at La Crosse, in said State of Wisconsin, after giving sixty (60) days' notice of the time, place and terms of such sale, by publishing the same at least four times in each week in one or more of the principal newspapers for the time being published in each of the cities of Boston, Massachusetts, New York, N. Y., and La Crosse, Wisconsin, and upon such sale execute to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in fee simple for all the property held by the first party under such title, and a suitable and effective conveyance and assignment for all leaseholds and other property held by the first party and sold by the trustee, which conveyances shall be a bar to the first party, its successors and assigns, and all persons claiming under it or them, of all right, title, interest and claim in or to said premises or any part thereof.

And in case of such default in the payment of the principal or interest of said bonds, or in the performance of any of said covenants, continued for sixty days as aforesaid, the principal of all of said bonds, upon notice to that effect, to be given by the trustee in its discretion and to be served in writing upon the treasurer of the first party, shall become and be at once due and payable, and shall be held and deemed to be so due and payable for the purposes of foreclosure and sale under this instrument and for all other purposes whatever.

The trustee shall, after deducting from the proceeds of such sale the costs and expense thereof, and of the management of said property, and sufficient to pay all taxes and assessments and a reasonable compensation to itself for its services, and to indemnify and save itself harmless from and against all liability arising from this trust, appropriate and apply so much of the proceeds of said property as may be necessary to the payment in full of the principal and accrued interest of said bonds then remaining unpaid, whether then due and payable or not, and shall restore the residue thereof to the first party, its successors and assigns; and in case said proceeds shall not be sufficient for such payment in full, then to appropriate and apply the same,

without preference, ratably to the payment of all of such unpaid principal and interest.

It is understood and agreed that in no case shall any claim be made under, or advantage taken by, the first party, its successors or assigns, of valuation, appraisement, redemption or extension laws now in force or hereafter enacted; nor any injunction or stay of proceedings be prayed for or had, or any process be obtained or applied for by it or them to prevent such entry, sale and conveyance as aforesaid.

And further, that in case the trustee, its successors in said trust or assigns, shall, for any reason, omit to avail themselves of any such default as aforesaid, such omission shall not prejudice or impair the rights or remedies of the trustee, its successors in said trust or assigns, to avail themselves of any other or further neglect or default of the first party.

Nor shall the above remedies provided for in cases of default exclude the trustee or its successors, if they shall so elect, from any other legal or equitable remedies they may be entitled to in the premises, including any other legal mode of foreclosing this mortgage.

And the first party, for itself and its successors, hereby agrees to execute and deliver any further reasonable and necessary conveyance and assignment of said premises, or any part thereof, to the trustee or its successors in said trust or assigns, which counsel of the trustee, at any time, may advise, for the more effectually vesting the title to the property hereby granted, or intended to be conveyed, in the trustee, or its successors and assigns; and for the more fully carrying into effect the objects and purposes of these presents.

It is hereby also mutually agreed and understood that it shall be lawful for the first party, its successors and assigns, to retain possession of said property hereby conveyed, and to receive and dispose of the current revenues of said railroads, branches and property hereby conveyed, as it or they shall deem proper, until default shall be made in the payment of the principal or interest of the bonds hereby secured, or some part thereof, or of taxes and assessments, as herein provided; and further, that the first party hereby covenants to pay all taxes and assessments that may be lawfully levied or assessed upon its said railroad, branches and property connected therewith, as they shall respectively become due and payable.

And that, upon full and final payment of the principal and interest of said bonds, issued under and secured by this instrument, the estate hereby granted to the trustee shall be void, and the right and title to the premises and property hereby conveyed shall revert to and revest in the first party, its successors and assigns, without any acknowledgment of satisfaction, re-conveyance, re-entry or other act.

And further, that all bonds issued and secured by this indenture, and the proceeds thereof, shall be used for and appropriated to the objects and purposes herein contemplated.

And further, that the bonds issued under and secured by this trust mortgage are to be issued and used only when and so fast as the same and the proceeds thereof shall be required by the first party, its successors and assigns, for the objects and purposes herein mentioned or contemplated, and

said bonds shall at any and all times be certified by the trustee, its successors in said trust or assigns, upon the written application of the first party.

And it is further covenanted and agreed, that the trustee shall collect the interest on said second mortgage bonds of said Chicago, Burlington and Northern Railroad Company of Illinois, hereby transferred to them, and, when so collected, as long as the terms of this mortgage are complied with by the first party, shall, on the first days of June and December in each year, pay over the same to the first party.

And further, in case and as soon as the first party shall become the owner in fee of the railroad of said Chicago, Burlington and Northern Railroad Company of Illinois, or become consolidated with that company, the title to said railroad and property shall, subject to the lien of the first mortgage as aforesaid, thereupon immediately inure to the trustee, its successors in said trust and assigns, for the objects and purposes of this trust, and the first party shall thereupon make apt and suitable conveyances thereof to the trustee or its successors in said trust; and that thereupon or at any time thereafter, at the option of the first party, it shall have the right to withdraw such construction bond or bonds as are secured by mortgage thereon, and said capital stock and said second mortgage bonds of said Illinois Company from the operation of this indenture, and the trustee, upon request of the first party in writing therefor, shall assign and redeliver said capital stock, and shall cancel and redeliver said construction bonds and said second mortgage bonds to the first party, its successors and assigns; and said mortgages of said Chicago, Burlington and Northern Railroad Company of Illinois, securing said construction bonds and said second mortgage bonds, shall thereupon be discharged of record.

It is hereby expressly understood and declared that this trust mortgage is made subject to said first mortgage hereinbefore mentioned, executed by the first party on its railroad and other property, as hereinbefore stated, to Henry Parkman, J. Malcolm Forbes and Lucius M. Sargent, dated December 1, 1885, and also subject to the equipment mortgage hereinbefore mentioned, executed by the first party on part of its rolling stock, as hereinbefore stated, to Francis Peabody, Jr., E. V. R. Thayer and Nathaniel H. Stone, dated February 1, 1888.

It is further mutually agreed that the said trustee, its successor and successors in said trust, shall only be accountable for gross negligence or wilful default in the management thereof, and shall not be responsible for the acts of any agent employed by it or them, when such agent shall have been selected with reasonable discretion.

And that said trustee, its successor or successors in said trust, shall be entitled to reasonable compensation for its labor, services and expenses in the management of the same.

In the event of the resignation or inability to act of said trustee, or any trustee of these presents, which inability shall be determined and declared by resolution of the board of directors of the first party, the first party shall, by a vote of its directors, proceed to designate a successor or successors in said trust, and shall notify the bondholders of such designation by an advertisement in one daily newspaper in each of the cities of Boston and New

York, to be published three times a week for three successive weeks, and thereupon, unless the holders of a majority in amount of the bonds then outstanding shall, in writing, within thirty days from the last publication of such notice, notify the first party of their dissent from such appointment, the same shall stand, and shall by the first party be indorsed hereon.

In case such majority of the bondholders shall dissent as aforesaid from said appointment designated by the first party, and no agreement is made between the first party and such majority upon an appointment to fill such vacancy, within sixty (60) days from the last publication of said notice to the bondholders, then, upon the application of any bondholder under these presents, after notice to the first party, or upon the application of the first party, a new trustee or trustees may be appointed by the judge of any court having jurisdiction of the premises.

If either the first party or a majority in interest of the bondholders hereunder shall desire to remove any trustee or trustees of these presents, and substitute other trustee or trustees in its or their place, they shall have the right so to do in the manner following, to wit: Such majority of the bondholders shall have the right, in a written communication to the first party, to express their desire for such change, and shall designate a successor or successors to take the place of the trustee or trustees they desire to have removed; and if such change and such new appointment shall be assented to by a vote of the directors of the first party, such new appointment shall stand, and it shall be by the first party indorsed hereon.

In like manner the first party, by vote of its directors, may declare its desire to make such change of trustee or trustees hereunder, and designate a successor or successors to succeed in said trust, and shall notify the bondholders thereof by an advertisement in one daily newspaper in each of the cities of Boston and New York, to be published three times a week for three successive weeks; and thereupon, if a majority in interest of the holders of all the outstanding bonds shall, in writing, within thirty days from the last advertisement, notify the first party of their dissent from such appointment of trustee or trustees, such appointment shall be void; otherwise, the appointment shall stand, and be by the first party indorsed hereon.

The person or persons, or corporation, so chosen or appointed in whatever manner as trustee, or named in such judge's appointment, shall thereupon be and become the trustee or trustees for the time being of these presents as fully to all intents and purposes as if these presents had been in the first place executed and delivered to such person, persons or corporation.

But, should it be thought desirable or necessary by the counsel of the trustee or trustees, the parties hereto shall execute and deliver, or cause to be executed and delivered, such releases and conveyances as counsel shall advise to be necessary.

And each person or corporation appointed or chosen as trustee, in whatever method, shall indorse an acceptance of such appointment upon this indenture.

It is further understood that during a vacancy for any cause, the remaining trustee or trustees, if any, shall, until such vacancy shall be filled, be fully empowered to execute all the provisions of this trust.

And that each and every of the stipulations and agreements herein contained shall be binding upon the successor or successors, survivor or survivors, and assigns, respectively, of the parties hereto.

The said trustee hereby accepts the trust created by these presents.

In Witness Whereof, the said Chicago, Burlington and Northern Railroad Company, party of the first part, has caused its corporate name to be hereunto, and to fifteen (15) other originals, subscribed and its corporate seal to be hereto attached by William Powell Mason, the chairman of its finance committee, and the same to be attested by its secretary, and the said trustee has also hereunto, and to the fifteen (15) other originals, caused its corporate name to be subscribed, and its corporate seal to be hereto attached, by its president, and the same to be attested by its actuary, all on the day and year first above written.

The Chicago Burlington & Northern R. R. Co.,
[SEAL] *by* WILLIAM POWELL MASON,
Chairman of the Finance Committee.

Signed, sealed and delivered in presence of
CHAS. A. LOVETT
W. L. WATTS
Attest:
F. B. BEAUMONT, *Secretary*

American Loan and Trust Company,
[SEAL] *by* S. E. PEABODY,
Prest. pro tem.

HENRY C. BUTMAN.
F. W. JONES.
Attest:
N. W. JORDAN, *Actuary.*

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

Be it remembered that on this 23rd day of October A. D. 1888, before me, a notary public residing in Boston, in said County duly commissioned to take acknowledgments and proofs of deeds and other instruments in writing, under seal, personally came William Powell Mason, the Chairman of the Finance Committe of the Chicago, Burlington and Northern Railroad Company, who is known to me to be the person whose name is signed to the foregoing deed of conveyance, and who, being by me duly sworn, deposes and says, that he resides in said Boston; that he is the Chairman of the Finance Committee of said Chicago, Burlington and Northern Railroad Company; that the seal affixed to the foregoing conveyance is the corporate seal of said company; that it was affixed by order of said company, and that he signed the corporate name of said company to said conveyance, by like order, as the Chairman of the Finance Committee of said company; and acknowledged that he executed and delivered the said deed on behalf of said company, as his free and voluntary act, and that the said company

also executed said conveyance, as its free and voluntary act, for the uses and purposes therein set forth.

In witness whereof, I hereunto set my hand and official seal, this twenty-third day of October A. D. 1888. G. ARTHUR HILTON,
[SEAL] *Notary Public.*

RECORDED IN WISCONSIN

County	*Date*	*Book*	*Page*
LA CROSSE	October 27, 1888	36	483
VERNON	October 29, 1888	3	237
PEPIN	October 29, 1888	J	586
BUFFALO	October 29, 1888	17	104
CRAWFORD	October 29, 1888	L	501
TREMPEALEAU	October 29, 1888	22	378
GRANT	October 30, 1888	39	315
PIERCE	October 30, 1888	41	315
SECRETARY OF STATE	October 29, 1888	8	288

RECORDED IN MINNESOTA

County	*Date*	*Book*	*Page*
RAMSEY	October 29, 1888	170	225
WASHINGTON	October 29, 1888	2	491
WINONA	November 1, 1888	45	479
SECRETARY OF STATE	October 29, 1888	4	472

RELEASE, February 19, 1908, American Trust Company, formerly American Loan and Trust Company, Trustee to Chicago, Burlington & Northern Railroad [Wisconsin and Minnesota].

* * * * * * * * *

Whereas, the Chicago, Burlington & Northern Railroad Company, a consolidated corporation of the States of Wisconsin and Minnesota and organized and existing under the laws of said States, by indenture of mortgage bearing date the first day of June, A. D. 1888, in and for the consideration therein named and to secure the payment of the bonds therein specified, did convey certain described property unto the American Loan & Trust Company, and

Whereas, said mortgage has been recorded as follows:

October 29, 1888, in the office of the Secretary of State for Minnesota, Book 4, General Railroad Records, page 472.

October 29, 1888, in the office of the Register of Deeds for Ramsey County, Minnesota, Book 170 of Mortgages, page 225.

October 29, 1888, in the office of the Register of Deeds for Washington County, Minnesota, Book 2 of Mortgages, page 491.

November 1, 1888, in the office of the Register of Deeds for Winona County, Minnesota, Book 45 of Mortgages, page 479.

October 29, 1888, in the office of the Secretary of State for Wisconsin, Volume 8 of R. R. M. & T. D., page 288.

October 29, 1888, in the office of the Register of Deeds for Vernon County, Wisconsin, Book 3 of Mortgages, page 237.

October 27, 1888, in the office of the Register of Deeds for La Crosse County, Wisconsin, Book 36 of Mortgages, page 483.

October 29, 1888, in the office of the Register of Deeds for Pepin County, Wisconsin, Book J. of Mortgages, page 586.

October 29, 1888, in the office of the Register of Deeds for Buffalo County, Wisconsin, Book 17 of Mortgages, page 104.

October 29, 1888, in the office of the Register of Deeds for Crawford County, Wisconsin, Book L. of Mortgages, page 501.

October 30, 1888, in the office of the Register of Deeds for Grant County, Wisconsin, Book 39 of Deeds, page 315.

October 29, 1888, in the office of the Register of Deeds for Trempealeau County, Wisconsin, Book 22 of Mortgages, page 378.

October 30, 1888, in the office of the Register of Deeds for Pierce County, Wisconsin, Book 41 of Mortgages, page 315.

and

Whereas, by Act of the Legislature of the Commonwealth of Massachusetts the name of the American Loan and Trust Company was changed in February, 1907, to American Trust Company; and

Whereas, all the bonds issued under and secured by said indenture of mortgage have been fully cancelled;

Now, therefore, the American Trust Company, Trustee under said mortgage hereby releases and discharges the property covered by said mortgage of and from the lien thereof.

In witness whereof, the American Trust Company, Trustee as aforesaid, has caused its corporate name to be subscribed and its corporate seal to be hereto attached by its President, and the same to be countersigned by its Secretary, this Nineteenth day of February, A. D. 1908.

[SEAL.] American Trust Company, Trustee,
By R. G. FESSENDEN, *President.*

Countersigned:
G. BOWN, *Secretary.*

Witnesses:
EUGENE W. LEIGHTON.
LAWRENCE H. MERCHANT.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.

Be it remembered, that on this Nineteenth day of February, A. D., 1908, before me, Eugene W. Leighton, a Notary Public, residing in Newtonville, Mass., duly commissioned to take acknowledgments and proofs of deeds and other instruments in writing under seal, personally came R. G. Fessenden, the President of the American Trust Company, Trustee, who is known to me to be the person whose name is signed to the foregoing deed of release, and who, being by me duly sworn, deposes and says that he resides in Boston, Mass.; that he is the President of the American Trust Company; that the seal affixed to the foregoing conveyance is the corporate seal of said Company; that it was affixed by order of said Company, and that he signed the corporate name of said Company to said release by like order, as President of said Company, and acknowledged that he

executed and delivered the said deed on behalf of said Company as his free and voluntary act; and that the said Company also executed said conveyance as its free and voluntary act, for the uses and purposes therein set forth, as such Trustee.

In witness whereof, I have hereunto set my hand and official seal this Nineteenth day of February, A. D., 1908.

EUGENE W. LEIGHTON, *Notary Public.*

My commission expires February 5th, 1909.

RECORDED IN WISCONSIN

County	*Date*	*Book*	*Page*
VERNON	June 29, 1909	28	508
LACROSSE	July 2, 1909	71	488
PEPIN	July 17, 1909	V	177
BUFFALO	July 22, 1909	34	528
PIERCE	July 29, 1909	110	238
GRANT	August 4, 1909	67	115
CRAWFORD	August 17, 1909	81	584
TREMPEALEAU	September 8, 1909	44	454
SECRETARY OF STATE	June 1, 1909	14	676

RECORDED IN MINNESOTA

County	*Date*	*Book*	*Page*
RAMSEY	June 4, 1909	109	198
WASHINGTON	June 14, 1909	25	165
WINONA	June 22, 1909	66	465
SECRETARY OF STATE	May 1, 1909	12	352

LEASE, March 1, 1889 (Effective May 1, 1899), Chicago, Burlington & Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture of Lease made and entered into this first day of March, A. D. 1899, by and between the Chicago Burlington & Northern Railroad Company, a consolidated corporation created, organized and existing under and by virtue of the laws of the States of Wisconsin and Minnesota, party of the first part, and the Chicago, Burlington and Quincy Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the second part;

Witnesseth: That, Whereas the party of the first part is the owner of and maintains and operates a railroad extending from a point on the south boundary line of the State of Wisconsin, in Grant County, at or near the City of East Dubuque, in the State of Illinois, thence northerly to a point on the west boundary line of the State of Wisconsin, in or near the town of Prescott, on the St. Croix River, in Pierce County, Wisconsin; thence in a northwesterly direction to and into the City of Minneapolis, Minnesota, via and through the City of St. Paul, Minnesota; the length of said railroad of the first party being about two hundred and sixty (260) miles; and,

Whereas, the said first party has heretofore, in order to procure funds to pay for the construction and equipment of its road, and for other purposes, been compelled to borrow large sums of money, for which it has issued its mortgage bonds, for which the said first party is now liable, together with the interest thereon; and,

Whereas, the said party of the second part operates a line of railroad extending from Chicago, Illinois, to the said point on the boundary line between the States of Illinois and Wisconsin, where it connects with the railroad of the first party; and it is believed to be for the mutual interest of the two companies and of the public, that the said first party's railroad and its equipment and other property shall be leased to and operated by the party of the second part; and,

Whereas, with this purpose in view, meetings of the respective boards of directors of said corporations have been duly and legally called and held, at which the lease and agreements herein contained were considered and acted upon, subject to the approval of the stockholders of the party of the first part; and,

Whereas, more than four-fifths of the said stockholders of the party of the first part have approved this lease in writing, as shown and indicated by their written instrument of approval hereto annexed,

Now therefore, this Indenture Witnesseth: That the party of the first part, the Chicago, Burlington & Northern Railroad Company, in consideration of the stipulations and agreements herein contained, to be kept and performed by the party of the first part, has granted, demised and leased, and does hereby grant, demise and lease to the said party of the second part, the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, for the period hereinafter specified, all and singular its railroad above described, extending from the point on the boundary line between the States of Illinois and Wisconsin, to and into the City of Minneapolis, Minnesota, together with all rights of way and depot and other lands, or interests therein, belonging to or connected with the said railroad or any part thereof; all station houses, shops, offices and other buildings and structures of whatsoever kind belonging thereto, or used in connection therewith, together with all fixtures and appurtenances of said railroad; and all in singular the equipment and rolling stock of the said railroad, and every part thereof, including engines, cars and all tools and machinery of every kind, connected with the equipment of said railroad, together with all other property of every kind and description belonging to or appertaining to the said railroad and its branches, or any part or portion thereof.

To Have and to Hold the said railroad and its equipment and the premises and property above mentioned and described, unto the said Chicago, Burlington & Quincy Railroad Company for and during the period hereinafter named.

The said party of the second part, in consideration of the premises doth hereby covenant and agree with the party of the first part, its successors and assigns, to take immediate possession of the said demised railroad and its equipment and other property above mentioned and described, and to

keep the said railroad equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public, and to pay or cause to be paid all taxes and assessments that may be lawfully charged or assessed against said railroad and property or any part thereof, and to keep the said railroad and property and equipment in good condition and repair, and to return the same to the party of the first part at the expiration of this lease in as good condition and repair as they are at the commencement of this lease.

A correct schedule or memorandum of the engines, cars and all other rolling stock and personal property leased as aforesaid, is hereto annexed, together with the estimated value thereof; and it is agreed that if, for any reason, the party of the second part cannot at the expiration of this lease, return to the party of the first part the identical articles so scheduled, then others of equal value may be substituted therefor.

The said party of the second part, in addition to the foregoing, and as rental for the use of the said railroad and its equipment and the other property, demised as aforesaid, agrees to pay all interest upon all the bonds issued by the party of the first part, and now outstanding, and also the interest upon any renewals or extensions or replacements of said bonds, or any of them, as and when the several installments of said interest mature and become due and payable, during the period of this lease, the interest coupons attached to the several bonds being taken up and cancelled by the second party as they respectively mature.

This lease shall take effect on the date hereof, and shall continue in force for the period of twenty-five (25) years from and after this date.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto, and to one other original, subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, the day and year first above written.

[SEAL] Chicago, Burlington & Northern Railroad Company,
Witness: *By* GEO. B. HARRIS, *President*
L. B. LARSEN,
J. M. DEARING.
Attest:
T. S. HOWLAND, *Secretary.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Witness: *By* C. E. PERKINS, *President.*
W. W. BALDWIN,
H. E. JARVIS
Attest:
T. S. HOWLAND, *Secretary.*
[U. S. Rev. Stamp $1]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

On this eighteenth day of March A. D., 1899, before me personally appeared George B. Harris, to me personally known, and to be the person who executed the foregoing instrument, who, being by me duly sworn did say

that he is the president of the Chicago, Burlington & Northern Railroad Company, a consolidated corporation organized and existing under and by virtue of the laws of the States of Wisconsin and Minnesota and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said George B. Harris acknowledged said instrument and that it was the voluntary act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and official seal the day and year above written.

[SEAL] H. W. WEISS,

Notary Public for said County and State.

My commission expires Feb. 19, 1900.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

On this eleventh day of March, A. D. 1899, before me personally appeared C. E. Perkins, to me personally known, and to be the person who executed the foregoing instrument, who being by me duly sworn did say that he is the president of the Chicago, Burlington and Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and said C. E. Perkins acknowledged said instrument and that it was the voluntary act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and official seal the day and year above written.

[SEAL] H. E. JARVIS,

Notary Public for said County and State.

My commission expires July 4th, 1900.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

DEED, June 1, 1899, Chicago, Burlington & Northern Railroad Company to Chicago, Burlington & Quincy Railroad Company.

* * * * * * * * *

This Indenture, Made this first day of June, A. D. 1899, by and between the Chicago, Burlington & Northern Railroad Company, a consolidated corporation created, organized, and existing under and by virtue of the laws of the States of Wisconsin and Minnesota, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation created, organized, and existing under and by virtue of the laws of the State of Illinois, party of the second part, Witnesseth: That,

Whereas, The first party, being thereto duly authorized by law, is the owner of the following described railroad in the States of Wisconsin and Minnesota, to-wit:

Beginning at a point on the south boundary line of the State of Wiscon-

sin, in Grant County, where it connects with the railroad of the Chicago, Burlington and Northern Railroad Company, a corporation of Illinois, thence extending north-westerly via La Crosse, to and into St. Paul and Minneapolis, Minnesota, a distance of about two hundred and fifty-eight and thirty hundredths (258.30) miles; together with a branch from East Winona, Wisconsin, to Winona, Minnesota, a distance of about one and nineteen hundredths (1.19) miles, and all railroads, yards, and terminal grounds, and other lands and property held by the party of the first part, for the use and operation of its said railroad, or appurtenant thereto, lying and situated in Dubuque, Iowa, Winona, St. Paul, and Minneapolis, Minnesota; also certain locomotives, cars, and other rolling stock, equipment, furniture, telegraph lines, tools, supplies, materials, implements, machinery, and personal property; and,

Whereas, The railroad of the first party connects with the railroads of the second party, and forms therewith a continuous and connected line of railroad; and,

Whereas, The second party is now in possession of and operating the said above described railroad, in connection with its own railroads, under a lease for twenty-five (25) years, and has offered to purchase the remaining interests, property, and franchises of the first party in and to said railroad, upon the terms and conditions hereinafter stated, which have been agreed to by the directors of both the said companies, and approved by the stockholders owning and holding two-thirds in amount of the capital stock of the parties of the first and second parts, in manner and form as required by law:

Now, Therefore, This Indenture Witnesseth: That the said party of the first part, for and in consideration of five dollars to it in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey, release, assign, and transfer, to the said party of the second part, all and singular the said above described railroad, and all its right, title, and interests therein; together with all rights of way, road-bed, bridges, and depot and other lands, or interest therein; and all station houses and other buildings and structures of whatever kind belonging thereto; also all locomotives, cars, and other rolling stock, equipment, furniture, telegraph lines, tools, supplies, materials, implements, machinery, and personal property owned by the first party; together with all the fixtures and appurtenances appertaining to the said railroad, or in any manner connected therewith; also all rights, privileges, and franchises of the said party of the first part, in and to the aforesaid railroad; together with all other present and in future to be acquired property, of every kind and description, belonging to the said first party, except its franchise to be a corporation.

To Have and to Hold, the said railroad and lands, tenements, rights, privileges, and franchises, and other property, above mentioned and conveyed, to the said second party, its successors and assigns, forever.

And the said party of the second part covenants and agrees with the said party of the first part to equip the said railroad, or cause the same to be

equipped, and to maintain and operate the same in such manner as to furnish reasonable accommodations to the public; to pay, or cause to be paid, all taxes and assessments that may be lawfully levied, charged, or assessed upon the said railroad and property, or any part thereof; and to assume all contracts, bonds, and other obligations, of whatsoever kind, and pay and discharge all debts and liabilities, both principal and interest, of the said party of the first part, as they may severally mature; and to issue and deliver to the owners and holders of the capital stock of the first party, one share of its own capital stock for every three shares of the capital stock of said first party, upon the surrender and transfer to it of such shares of the first party's stock.

And to the end that the second party may have, hold, use, exercise, and enjoy the railroad and property and franchises of the first party, hereby conveyed and intended to be conveyed, and whether now existing or hereafter acquired, as fully as might be done by the first party, if this conveyance had not been made, the first party agrees to execute from time to time any additional assignment, conveyance, or assurance, and to perform any act, which the counsel of the second party may advise; and, for the purposes aforesaid, the first party agrees, if the second party shall so desire and advise, that it will keep up and maintain its corporate existence and organization.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their respective Presidents, and their corporate seals to be attached and attested by their respective Secretaries, all on the day and year first above written.

[SEAL] Chicago, Burlington & Northern Railroad Company,
By GEO. B. HARRIS
President.

Witnesses to signature of GEO. B. HARRIS:
FRED CLARK
T. OLIVER STOKES

Attest: T. S. HOWLAND, *Secretary.*

Witnesses to signature of T. S. HOWLAND:
W. J. JARVIS
WM. R. CURTIS

[SEAL] Chicago, Burlington & Quincy Railroad Company,
By C. E. PERKINS
President.

Witnesses to signature of C. E. PERKINS:
W. W. BALDWIN
W. S. MCFARLAND

Attest: T. S. HOWLAND, *Secretary.*

Witnesses to signature of T. S. HOWLAND:
W. J. JARVIS
WM. R. CURTIS

[U. S. Revenue Stamps $1645.50]

[Taxes Paid and Transfer Entered Jun 29 1899.]
C. J. MINOR, *County Auditor*
by C. M. D. *Deputy*

City Treasurer's Office St. Paul Minn. Jun 29 1899 Assessments Paid.
C. S. HURST, *City Treas.*
J. FROST

[Taxes Paid and Transfer Entered Jun 29 1899.]
W. R. JOHNSON, *County Auditor*
W. W. B.

I hereby certify that the within described property does not appear on the tax duplicate for delinquent taxes.

O. H. AROSIN, *Co. Treas.*
per CARLSPER

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

Be it remembered, that, on this 15 day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared G. B. Harris, President of the Chicago, Burlington & Northern Railroad Company, a consolidated corporation organized and existing under the laws of the States of Wisconsin and Minnesota, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Northern Railroad Company; that he knows the corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said G. B. Harris acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 15 day of June, A. D. 1899.

[SEAL] HUBERT HAASE,
Notary Public for said County and State.
My Commission expires Jan. 22, 1901.

STATE OF IOWA, }
COUNTY OF DES MOINES. } SS.

Be it remembered, that, on this 14th day of June, A. D. 1899, before me, a Notary Public, in and for said County and State, personally appeared C. E. Perkins, President of the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, personally known to me and to be the same person whose name is subscribed to, and who executed, the foregoing instrument as such President, who, being by me duly sworn, did say that he is President of the said Chicago, Burlington & Quincy Railroad Company; that he knows the

corporate seal of said Company; that the seal affixed to the foregoing instrument is the corporate seal of said Company; that it was affixed by order of the Board of Directors of said Company; that said instrument was signed and sealed in behalf of said Company by like order as President of said Company; that the said C. E. Perkins acknowledged said instrument, and that it was the voluntary act and deed of said Company, and that he, as such President, signed, sealed, and delivered said instrument, as the free and voluntary act and deed of said Company, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal, this 14th day of June, A. D. 1899.

[SEAL] W. F. McFARLAND,
Notary Public for said County and State.

My Commission expires July 4th, 1900.

RECORDED IN MINNESOTA

County	*Date*	*Book*	*Page*
WASHINGTON	June 28 1899	52	1
WINONA	June 28 1899	95	397
HENNEPIN	June 29 1899	506	353
RAMSEY	July 18 1899	429	1
SECRETARY OF STATE at St. Paul	July 18 1899	8	590

RECORDED IN IOWA

County	*Date*	*Book*	*Page*
DUBUQUE	June 27 1899	59	423

RECORDED IN WISCONSIN

County	*Date*	*Book*	*Page*
SECRETARY OF STATE at Madison	July 25 1899	12	277

AGREEMENT, August 8, 1890, Winona Bridge Railway Company and Chicago, Burlington & Northern Railroad Company.

* * * * * * * * *

This Indenture, made and entered into this Eighth day of August in the year of our Lord One Thousand, Eight Hundred and Ninety (1890), by and between the Winona Bridge Railway Company, a corporation created and organized under the laws of the State of Minnesota, party of the first part, and the Chicago, Burlington & Northern Railroad Company, a corporation created and organized under the laws of the States of Wisconsin and Minnesota, party of the second part,

Witnesseth: That the said party of the first part for and in consideration of the rents, covenants and agreements hereinafter contained, set forth, and appended on behalf of said party of the second part, its successors and assigns, to be paid, kept and performed, has granted, demised and leased, and by these presents doth grant, demise and lease unto the said party of the second part, its successors and assigns, all and singular, the

right to use for the purpose of railway traffic, the bridge of the party of the first part from the City of Winona, Minnesota, across the Mississippi River to the Wisconsin shore, and its appurtenances, appendages, protections, railways and all franchises and property of the party of the first part however or wherever acquired, or which may be hereafter acquired in the premises.

That the use and rights hereby demised shall not as regards said premises be deemed exclusive; but that said party of the first part, may from time to time, lease to other railroads companies the right to use said bridge, and that the right to use said bridge, approaches and appurtenances, and that the use of said premises shall be subject to the reasonable regulations from time to time adopted by the party of the first part.

To Have and to Hold the above rights and privileges in said premises, together with all appurtenances thereto, without reservation unto the party of the second part, and to its successors and assigns, from and after the date hereof, for and during the period of thirty years and until the Eighth day of August, 1920, upon the terms and conditions hereinafter contained, set forth and appended.

And the party of the second part for itself, its successors and assigns, hereby covenants and agrees to and with the said party of the first part, that is, that the said party of the second part, its successors and assigns, will during the term of this lease employ no other method of crossing the Mississippi River within three miles of said bridge; but will carry all traffic controlled by it destined across said river to, from or through the City of Winona, over said bridge.

And the said party of the second part hereby for itself, for its successors and assigns hereby covenants and agrees to and with the said party of the first part, its successors and assigns to pay the party of the first part, for the use of its said bridge, approaches and appurtenances, under and during the term of this lease at the end of each month, rent and tolls at the rates particularly set forth in the schedule of tolls annexed hereto and made a part of this lease and contract, which schedule and rates are hereby accepted and agreed to by both parties.

The said party of the second part, for itself, its successors and assigns, hereby further covenants and agrees to and with the said party of the first part, that is, the said party of the second part will for the period of five years from the date of the completion of said bridge, pay to the party of the first part, its successors and assigns, the further sum of One Hundred ($100.00) Dollars per month for the maintenance of and repairs, taxes and insurance upon said bridge and approaches, and the party of the first part agrees to keep said bridge and approaches in good condition and repair.

And the said party of the second part, for itself, its successors and assigns, hereby further covenants and agrees that it will at all times hereafter guarantee and indemnify the said party of the first part against all claims or damage growing out of its operation of said bridge, approaches, protections, and appurtenances, and will pay and satisfy all damages which may be legally assessed or adjudged against either of the parties hereto, growing out of its operation of said premises, or any part thereof.

And it is hereby stipulated and agreed that if said party of the second part, or its successors and assigns, shall fail to keep, observe and perform the covenants, conditions and agreements herein contained, on its part to be kept, observed or performed, and such default shall continue for the period of three months, then it shall and may be lawful for the party of the first part to enter upon said premises, or any part thereof, such default so continuing as aforesaid, and after demand of the possession of said premises so obtained under this lease, and the failure of the party of the second part to surrender the same and its use thereof, the party of the second part shall be guilty of a forcible and unlawful detainer, and may be proceeded against according to law; but no re-entry of the party of the first part shall discharge the party of the second part of or from any of the covenants herein contained on its part and behalf.

In Witness Whereof, the parties herein named have caused these presents to be sealed with their corporate seals, attested by their respective Secretaries, and to be signed by their respective Presidents on the day and year first above written.

[SEAL] Winona Bridge Railway Company,
Attest: *By* M. G. NORTON, *President.*
H. W. WEISS,
Secretary.

[SEAL] Chicago, Burlington & Northern Railroad Company,
Attest: *By* J. MURRAY FORBES, *President.*
F. B. BEAUMONT,
Secretary.

STATE OF MINNESOTA, } ss.
COUNTY OF WINONA. }

On this twenty-seventh day of October, 1890, before me appeared Matthew G. Norton to me personally known, who being by me duly sworn, did say that he is the President of the Winona Bridge Company above named, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and is duly attested by the Secretary of said corporation, and the said M. G. Norton acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal.

[SEAL] WM. GALE,
Notary Public.

STATE OF MASSACHUSETTS, } ss.
COUNTY OF SUFFOLK. }

On this Fourth day of November 1890, before me appeared J. Murray Forbes to me personally known, who being by me duly sworn, did say that he is the President of the Chicago, Burlington and Northern Railroad Company above named, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of

Directors, and is duly attested by the Secretary of said corporation, and the said J. Murray Forbes acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal.

[SEAL]

GEO. M. AMERIGE,
Notary Public.

THE WINONA BRIDGE RAILWAY COMPANY

SCHEDULE OF TOLLS, ETC.

Said Chicago, Burlington and Northern Railroad Company, party of the second part in the agreement to which this is annexed and is made a part of, hereby for itself, its successors and assigns, covenants and agrees to and with the said Winona Bridge Railway Company, its successors and assigns, to pay said Bridge Railway Company for the use of its bridge, approaches, and appurtenances under and during the term of this lease, at the end of each month, tolls at the following rates, hereby agreed to and accepted by both parties, to wit:—

Four ($4.00) Dollars per car-load for freight above Fourth class.

Two and one-half ($2.50) Dollars per car-load for freight of Fourth class or under.

Four (4¢) per hundred pounds on freight in lots less than a car-load, not however, to exceed car-load rates.

Twenty-five (25¢) cents per passenger.

In case said party of the second part shall elect to run any of the passenger trains of its main line across said bridge into the City of Winona and return, no toll shall be charged for passengers in transit on such train or trains not stopping at Winona or East Winona, and whose destinations are for neither of said points.

No charge to be made for empty cars, engines, passenger cars and cabooses.

Attest:
F. B. BEAUMONT,
Secretary.

Winona Bridge Railway Company,
By M. G. NORTON,
President.

Attest:
H. W. WEISS,
Secretary.

Chicago, Burlington & Northern R.R. Co.,
By J. MURRAY FORBES,
President.

SUPPLEMENTAL AGREEMENT, October 1, 1890, Winona Bridge Railway Company and Chicago, Burlington & Northern Railroad Company.

* * * * * * * * *

This Indenture, made and entered into this First day of October, A. D. 1890, *Witnesseth*:—

That the Winona Bridge Railway Company, a corporation of the State of Minnesota, and the Chicago, Burlington & Northern Railroad Company, a corporation of the States of Wisconsin and Minnesota, hereby mutually covenant and agree, each with the other, that a certain indenture of lease, dated the Eighth day of August, A. D. 1890, executed by the said Winona Bridge Railway Company to the said Chicago, Burlington & Northern

Railroad Company, granting and demising the right to use the bridge of the said Winona Bridge Railway Company across the Mississippi River at Winona, Minnesota, and its approaches and other property, be and the same is hereby amended by inserting after the word "thereof" at the end of the last line but one, of page three of said lease, the following provision, to wit:—

It is hereby mutually stipulated and agreed, that in case the party of the first part shall hereafter lease said bridge and property to any other railroad company, or permit any other railroad company to use said bridge and property upon terms or rentals more favorable to the lessee or party using the same, than those provided for in this indenture of lease, then and in that case, during the whole period of such subsequent lease or use, the terms and rentals herein provided for, shall be deemed modified so as to be as favorable as those granted to any such subsequent lessee or party using the said bridge and property.

And it is further covenanted and agreed between the parties hereto, that the said provision so to be inserted, shall be and become a part of said lease, and shall be binding upon the parties to the same, their respective successors and assigns, from and after the date of the execution of said lease, and throughout the full term thereof.

In Witness Whereof, the parties herein named have caused these presents to be sealed with their corporate seals, attested by their respective Secretaries, and to be signed by their respective Presidents on the day and year first above written.

Winona Bridge Railway Company,
[SEAL] *By* M. G. NORTON,
President.

Attest:
H. W. WEISS, *Secretary.*

Chicago, Burlington & Northern Railroad Company,
[SEAL] *By* J. MURRAY FORBES,
President.

Attest:
F. B. BEAUMONT, *Secretary.*

AGREEMENT, September 1, 1915, Chicago, Burlington & Quincy Railroad Company, Green Bay & Western Railroad Company, and Winona Bridge Railway Company.

* * * * * * * * *

Agreement, Made and entered into this 1st day of September, 1915, by and between Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the first part; Green Bay & Western Railroad Company, a corporation organized and existing under the laws of the State of Wisconsin, party of the second part; and Winona Bridge Railway Company, a corporation organized and existing under the laws of the State of Minnesota, party of the third part.

Witnesseth: Whereas, the party of the third part, on or about September first, 1890, executed and delivered to the Farmer's Loan and Trust Company of New York, Trustee, its Indenture of Mortgage to secure an issue of $400,000. of 5% First Mortgage Bonds, to become due and payable September First, 1915, of which said First Mortgage Bonds $384,000, of par value, have been issued and are outstanding, of which the first party owns $259,000, the balance being outstanding in the hands of the public; and

Whereas, the first party is also the owner of two-thirds of the capital stock of said Winona Bridge Railway Company, viz: $266,600; and the said Green Bay & Western Railroad Company is the owner of $133,200, par value of the total capital stock issued and outstanding; and

Whereas, it is necessary at this time to make provision for the payment or extension of said $384,000 of bonds, issued and outstanding by said Winona Bridge Railway Company at or prior to the maturity thereof; and

Whereas, $104,000 now in the treasury of the Winona Bridge Railway Company is to be used for the purpose of retiring an equal amount at par of its said First Mortgage bonds, which said $104,000 is to be restored to the treasury by the Chicago, Burlington & Quincy Railroad Company and Green Bay & Western Railroad Company, in the proportion of their respective stock ownerships, if and when required for expenditures for maintenance, repairs and renewals of the bridge and property of the said Winona Bridge Railway Company; and

Whereas, the third party is the owner of a certain bridge and property across and near to the Mississippi River at Winona, Minnesota, hereinafter termed the bridge and property (of the third party);

Now Therefore, in consideration of the premises and of the mutual promises hereinafter set forth, it is mutually agreed by and between the parties hereto as follows;

1

The Chicago, Burlington & Quincy Railroad Company agrees to purchase $21,000 of said bonds held by the public, at par, which said bonds, when so purchased, shall be held by said Chicago, Burlington & Quincy Railroad Company, whereby the total holdings of said latter company of said bonds will be increased to $280,000; Also, of the amount of cash now in the treasury of said Winona Bridge Railway Company, $104,000 shall be used by said company to redeem, pay and cancel an equal amount at par of the said outstanding bonds now held by the public. By proper corporate action, said Winona Bridge Railway Company shall make and execute a supplemental mortgage to said Farmers' Loan and Trust Company, Trustee, dated September first, 1915, to secure the extension of $280,000 of said bonds which have not been retired, for a period of twenty years from said date, to draw interest at six per cent (6%) per annum, payable semi-annually. The said supplemental mortgage of the Winona Bridge Railway Company shall also contain a provision for a sinking fund, under which one-twentieth of the amount of said bonds so extended shall be retired annually and cancelled. The Chicago, Burlington & Quincy Railroad Com-

pany agrees that it will, upon payment of the same from said sinking fund, deliver to the Trustee of said supplemental mortgage, on the first day of September 1916, and thereafter on the same date each year, one-twentieth of said bonds held by it, and that there shall also be a proper provision in said supplemental mortgage that one-twentieth of said bonds may be drawn by lot by the Trustee of said supplemental mortgage, provided said Chicago, Burlington & Quincy Railroad Company shall neglect or refuse to deliver each year said one-twentieth of said bonds, upon tender of payment of the same with interest. The Chicago, Burlington & Quincy Railroad Company and the Green Bay & Western Railroad Company shall take all corporate action necessary for the making of the said supplemental mortgage.

2

In the event that the yearly revenue received by the said Winona Bridge Railway Company from its tolls, charges, rentals and income shall be insufficient to make the payments necessary for the interest on said bonds and said sinking fund retirements, after paying operating expenses, taxes, interest and other proper corporate expenses, and maintaining a working capital of $20,000, the deficit upon said interest and sinking fund requirements shall be paid by said Chicago, Burlington & Quincy Railroad Company and said Green Bay & Western Railroad Company, in the proportion of two thirds by said Chicago, Burlington & Quincy Railroad Company, and one-third by said Green Bay & Western Railroad Company.

3

If, after making the payments mentioned in paragraph 2 hereof, and maintaining a working capital of $20,000, the revenues of the Winona Bridge Railway Company shall be insufficient to meet expenses reasonably required from time to time for the maintenance, repair or renewal of said bridge and property, the Chicago, Burlington & Quincy Railroad Company and the Green Bay & Western Railroad Company further agree to advance to the Winona Bridge Railway Company, during the term of this agreement, in the proportion of two thirds and one-third respectively, from time to time, amounts necessary for such purposes. But the advances required to be made by the first and second parties as provided in this paragraph, shall not exceed the sum of $104,000.

4

Any amount advanced by the Chicago, Burlington & Quincy Railroad Company and Green Bay & Western Railroad Company, pursuant to the provisions of paragraphs 2 and 3 hereof, shall be repaid to them by the third party, with five per cent (5%) interest thereon, at the end of each fiscal year ending June 30th, during which such advances are made, provided there are funds in the treasury of said Winona Bridge Railway Company, in excess of said working capital of $20,000. If there are not funds sufficient to repay said advances at the end of the fiscal year when made, any balance remaining unpaid shall be a charge on said funds in the treasury of the

Winona Bridge Railway Company, (in excess of said $20,000 working capital) until paid with interest. Advances made under paragraph 2 shall be repaid before those made under paragraph 3 hereof, and when and if, any portion of said advances provided for in paragraph 3 hereof, shall be repaid, then said Chicago, Burlington & Quincy Railroad Company and said Green Bay & Western Railroad Company agree from time to time to further advance, in the proportion of two-thirds and one-third respectively, the difference between the amount so repaid and the sum of $104,000 when reasonably required for maintenance, repairs or renewals of said bridge and property; but at no time shall said advances exceed a total of $104,000 during the life of the agreement.

5

It is agreed between said Chicago, Burlington & Quincy Railroad Company and said Green Bay & Western Railroad Company that said Burlington Company shall be represented by three Directors on the Board of said Bridge Company, and said Green Bay Company by two Directors on said Board. The Directors representing the Green Bay & Western Railroad Company shall be nominated in writing by the President of the Green Bay & Western Railroad Company. Access to the books of the Bridge Railway Company shall be afforded the representatives of the Green Bay & Western Railroad Company at all reasonable times. In all matters of repairs, renewals or betterments, exceeding in amount $5,000., an estimate of the said expense, with a detailed statement of the proposed work, shall be submitted to the President of said Green Bay & Western Railroad Company, and if desired by him, the proper officers of the Bridge Company, or the Chicago, Burlington & Quincy Railroad Company, shall meet him or his representative on the property of the Bridge Company, to view the proposed repairs, renewals or betterments; but the final decision for making such expenditures shall remain in the majority of the Board of Directors of said Bridge Company.

The Chicago, Burlington & Quincy Railroad Company, party of the first part, further agrees that during the term of this agreement and the due and proper performance by the party of the second part of the matters and things on its part to be performed hereunder, the said first party will not foreclose on the mortgage or supplemental mortgage aforesaid, or cause or permit the foreclosure thereof.

6

It is agreed between the parties hereto that the respective leases, dated August 8, 1890, from said Winona Bridge Railway Company to the Chicago, Burlington & Northern Railroad Company, (predecessor of the first party hereto), and Green Bay, Winona & St. Paul Railroad Company, (predecessor of the second party hereto), with any supplements thereto subsequently executed, granting to said lessees the use of the bridge, railway and properties of said Winona Bridge Company for the term of thirty (30) years from said date, shall be extended during the life of this agreement and until the said issue of $280,000 of bonds now held by the first party

are paid and discharged, together with interest thereon. Said leases are extended upon the same terms as now provided therein, except that upon the expiration of their original term, the tolls, rental and compensation reserved to be paid by the respective lessees, the parties hereto, for the use of said bridge, railway and property, may be modified by mutual agreement of the parties hereto. If the said parties hereto cannot agree at that time upon what tolls, rental or compensation are reasonable and just to be paid by each of them, the said question shall, upon demand of either party, be fixed by arbitration in the following manner:

The party desiring such arbitration shall select an arbitrator, and give written notice thereof to the other party. If the other party shall fail to name an arbitrator on its behalf within ten days after notice upon it as aforesaid, the first party shall appoint an arbitrator for the party in default. If the two arbitrators so chosen cannot agree upon the said tolls, rental or compensation, they shall select a third arbitrator, or in the event of their failure to agree upon such third arbitrator, such third arbitrator may be appointed by any Judge of the District Court of the United States for the district that shall then include the City of Winona, Minnesota. After hearing the parties, the decision of said arbitrators, or a majority of them, shall be final and binding upon both parties hereto, and the tolls, rental or compensation fixed by said arbitrators, or a majority of them, for the use of said bridge, railway and property, shall govern for the term of said leases as extended.

In Witness Whereof, the parties hereto have caused this instrument to be executed on their behalf by their proper officers, thereunto duly authorized, respectively, and their corporate seals to be hereunto affixed and attested by their Secretaries, on the day and year in this agreement first written.

[SEAL] Chicago, Burlington & Quincy Railroad Co.,
By HALE HOLDEN,
President.

Attest:
T. S. HOWLAND,
Secretary.

[SEAL] Green Bay & Western Railroad Company,
By J. A. JORDAN,
President.

Attest:
C. W. COX,
Secretary.

[SEAL] Winona Bridge Railway Company,
By W. W. BALDWIN,
President.

Attest:
H. W. WEISS,
Secretary.

Form approved:
General Counsel.

PADUCAH & ILLINOIS RAILROAD COMPANY

This Company was organized in 1910, in the joint interest of the Chicago, Burlington & Quincy Railroad Company and the Louisville & Nashville Railroad Company, which controls the Nashville, Chattanooga & St. Louis Railway Company, for the interchange of business between the two systems.

The road extends from a connection in Paducah, Kentucky, with the railroad of the Paducah & Memphis Division of the Louisville & Nashville Railroad, now leased to the Nashville, Chattanooga & St. Louis Railway Company, to a connection with the road of the Herrin & Southern Railroad Co. near Metropolis, Illinois—including the Metropolis Bridge over the Ohio River—a total distance of 13.94 miles, of which 12.42 miles are in Kentucky, and 1.52 miles in Illinois.

It was placed in operation December 14, 1917. It was built by the Paducah & Illinois Railroad Company, which was incorporated under the general laws of the State of Kentucky, by Articles of Incorporation dated February 21, 1910, which provided for its extension into the State of Illinois. The Foreign Corporation Act of Illinois approved July 1, 1905, authorized such extension into that State, and its provisions were complied with, so that the Kentucky corporation has in Illinois all the rights of an Illinois railroad corporation.

The Bridge over the Ohio River was built under authority of an Act of Congress approved January 11, 1915, authorizing the Paducah & Illinois Railroad Company to build and own it.

The Paducah & Illinois Company does not own any equipment and its Railroad and the Metropolis Bridge are operated under contracts with the Nashville, Chattanooga & St. Louis Railway Company and the Chicago, Burlington & Quincy Railroad Company, of date September 1, 1914, and an agreement supplemental thereto, of date July 1, 1915, and an agreement dated January 10, 1923, between said companies and the Illinois Central Railroad Company, effective as of September 1, 1920,

admitting the Illinois Central Railroad Company to joint use of the Bridge and facilities of this Company.

Of date July 1, 1915, a Trust Deed upon all the property of the Company was executed to the Union Trust Company of Chicago, Illinois, to secure an issue of forty year bonds not exceeding $7,000,000, bearing four and one half per cent interest. Of date July 1, 1915, a Stock Trust Agreement was executed with the Union Trust Company of Chicago, as Trustee, for the purpose of protecting the rights of the parties to the operating agreement.

ARTICLES OF INCORPORATION, February 21, 1910, Paducah & Illinois Railroad Company.

The undersigned incorporators, T. B. Toon, M. K. Gilbert, J. B. Hampton, C. W. Shaft, J. C. Michael, J. A. Mayfield and W. T. Burks, hereby associate themselves together and hereby establish a corporation for the transaction of the business hereinafter named.

1. The name of the corporation shall be the Paducah & Illinois Railroad Company.

2. The City of Louisville, County of Jefferson, State of Kentucky, shall be its principal place of business.

3. Its business shall be that of constructing, owning, operation and maintaining a railroad to extend from a point of connection with the railroad of the Paducah & Memphis Division of the Louisville & Nashville Railroad, now under lease to the Nashville, Chattanooga & St. Louis Railway, at or near to the City of Paducah, in the County of McCracken, to a point at or near to the City of Metropolis, in the County of Massac, in the State of Illinois, or to such other point or points in said State as from time to time may be determined, said railroad to be constructed and to extend from the point of beginning within McCracken County in a westwardly or northwestwardly direction to any point that shall be opposite to a point in Illinois within or near to the city of Metropolis, thence to low water mark on the Illinois shore of the Ohio River; and thence the same may be extended to the city of Metropolis or to such other point or points in the State of Illinois as from time to time may be determined, or it may connect with the structure of any other company that may build from the low water mark aforesaid into the city of Metropolis, or to such other point or points within the State of Illinois. The length of said railroad shall be about twelve (12) miles.

4. The amount of capital stock shall be Ten Thousand ($10,000.00) Dollars divided into One Hundred (100) shares of One Hundred ($100) Dollars each.

5. The names and places of residence of the different stockholders and the number of shares of capital stock subscribed by each are as follows: viz.,

Name	Residence	Shares
T. B. Toon,	Louisville, Ky.	82
M. K. Gilbert,	Louisville, Ky.	3
J. B. Hampton,	Louisville, Ky.	3
C. W. Shaft,	Louisville, Ky.	3
J. C. Michael,	Louisville, Ky.	3
J. A. Mayfield,	Louisville, Ky.	3
W. T. Burks,	Louisville, Ky.	3

6. The corporation shall begin on the 23rd day of February, 1910, and shall continue for a period of fifty (50) years.

7. The affairs of said corporation shall be conducted by a board of Directors consisting of five (5) members and by such officers as may be elected by said Board of Directors, but no officer need also be a Director.

The following named persons, to-wit: T. B. Toon, M. K. Gilbert, J. B. Hampton, C. W. Shaft and J. C. Michael, shall constitute the first Board of Directors, and they shall hold their offices until their successors shall be elected and qualified. A Board of Directors shall be elected annually on the first Wednesday in the month of July, and such election shall be held at the principal office of the corporation in the city of Louisville, State of Kentucky.

8. Said corporation shall have power to borrow such sums of money as may be necessary for funding its floating debt or for completing, equipping or operating its road or any part thereof or for paying any debts incurred for such purposes, and it may issue and dispose of its bonds or other obligations for any amount necessarily borrowed for such purpose or purposes, and it may mortgage its corporate property and franchises or any part thereof to secure the payment of any debt contracted or to defray any expenditure for the purposes aforesaid.

9. The private property of the stockholders shall not be subject to the payment of corporate debts.

In Witness Whereof, the said incorporators hereunto subscribe their names and acknowledge this to be their act and deed this 21st day of February, 1910.

T. B. Toon,
M. K. Gilbert,
J. B. Hampton,
C. W. Shaft,
J. C. Michael,
J. A. Mayfield,
W. T. Burks.

State of Kentucky,
County of Jefferson.

I, G. W. B. Olmstead, Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Articles of Incorporation of the Paducah & Illinois Railroad Company were this day Produced to me in my county by the parties and were then and there acknowledged by T. B. Toon, M. K. Gilbert, J. B. Hampton, C. W. Shaft, J. C. Michael,

J. A. Mayfield and W. T. Burks to be their act and deed for the uses and purposes therein mentioned.

My commission expires on the 24th day of January, 1914.

Given under my hand and seal of office this 21st day of February, 1910.

G. W. B. OLMSTEAD, *Notary Public*,
Jefferson County, Kentucky.

STATE OF KENTUCKY,
COUNTY OF JEFFERSON.

I, P. S. Ray, clerk of the county court, for the county and State aforesaid, hereby certify that the foregoing articles of incorporation of the Paducah & Illinois Railroad Company were lodged for record this the 21st day of Feb. 1910, at 4:25 o'clock P. M. and that the same have this day together with the foregoing certificate and this certificate, been duly recorded in my office.

Witness my hand this 21st day of Feb. 1910.

P. S. RAY, *Clerk*.
Jefferson County.
Court Kentucky, *By* LEE L. SIMMONS, D.C.

STATE OF KENTUCKY,
COUNTY OF JEFFERSON.

T. B. Toon and M. K. Gilbert, state that they are two of the Directors named in the attached Articles of Incorporation of the Paducah & Illinois Railroad Company, dated February 21st, 1910. That Ten Thousand Dollars has in good faith been subscribed to the capital stock of the said Railroad Company, and that twenty percent thereof has been paid in cash to the persons named in said Articles of Incorporation as Directors.

T. B. TOON,
M. K. GILBERT.

Subscribed and sworn to by T. B. Toon and M. K. Gilbert, this 21st day of February, 1910.

My commission expires January 24, 1914.

G. W. B. OLMSTEAD,
[SEAL] *Notary Public*,
Jefferson County, Kentucky.

STATE OF KENTUCKY,
JEFFERSON COUNTY.

Be it remembered, at the Court House in the City of Louisville, County, and State aforesaid, in the County Clerk's office of Jefferson County, said Clerk being Custodian of Records of Articles of Incorporation of Articles and Amended Articles of Incorporation, etc. The following is entered of record in Corporation Book 21, page 277:—

At a special meeting of the stockholders of the Paducah & Illinois Railroad Company, held on the 1st day of August, 1912, at its principal office in the City of Louisville, State of Kentucky, pursuant to a written call and waiver of notice signed by all the stockholders, the entire capital stock and all the shares thereof being represented and voting thereat, it was unanimously

Resolved, the holders of all the capital stock having in writing thereto consented, that Article 4 of the original Articles of Incorporation of the Paducah & Illinois Railroad Company, dated and executed February 21st, 1910, which are recorded in Corporation Book 19, page 28, et seq; in the office of the Clerk of the Jefferson County Court, State of Kentucky, and filed in the office of the Railroad Commissioners of said State, and in the office of the Secretary of said State, as required by law, be amended so as to provide that the authorized capital stock shall consist of preferred stock to the amount of Three Million ($3,000,000.) Dollars par value, and common stock to the amount of Ten Thousand ($10,000.) Dollars par value, which has heretofore been provided, the present capital stock being increased by the issue of Three Million ($3,000,000) Dollars, all of which additional stock shall be preferred stock, to be divided into shares of One Hundred ($100.00) Dollars each; that such preferred stock shall be entitled to receive semi-annual dividends in equal parts, at the rate of four and one-half (4½%) per cent, per annum, payable before any dividends shall be declared on the common stock, and said preferential dividends shall be cumulative; that on the dissolution of the corporation, voluntarily or otherwise, the holders of the preferred stock shall be entitled to have their shares redeemed at par before any distribution of any part of the assets of the corporation shall be made to the holders of the common stock; and that the preferred stock shall have no right to vote and no right to share in the management of the Company.''

It was at said meeting further unanimously

''*Resolved,* that the President and Directors of the Paducah and Illinois Railroad Company, be directed on behalf of said corporation to execute, sign, and acknowledge such amendment to said Articles of Incorporation as may be necessary to carry out the aforesaid resolutions and to do such other acts as may be required by law to affectuate said purpose.''

Pursuant to said resolutions, Article four of the Articles of Incorporation of the Paducah and Illinois Railroad Company is now amended so that the authorized capital stock of said corporation shall consist of preferred stock, of the quality and character aforementioned, to the amount of Three Million ($3,000,000) Dollars par value, and of common stock of Ten Thousand ($10,000) Dollars, as at present provided.

In Testimony Whereof, The Paducah and Illinois Railroad Company by T. B. Toon, its president, and said T. B. Toon, as President and T. B. Toon, J. C. Michael, J. B. Hampton, F. P. Caldwell, and M. K. Gilbert, its Directors, have hereunto subscribed their names this 1st day of August, 1912.

Paducah & Illinois Railroad Company,
By T. B. Toon, *its President*

T. B. Toon, *President*
T. B. Toon, *Director.*
J. C. Michael, *Director.*
J. B. Hampton, *Director.*
F. P. Caldwell, *Director.*
M. K. Gilbert, *Director.*

[SEAL]
Attest:
M. K. Gilbert,
Secretary.

STATE OF KENTUCKY, } SCT.
JEFFERSON COUNTY. }

I, G. W. B. Olmstead, a Notary Public in and for the County and State aforesaid, do certify that on this date personally appeared before me, T. B. Toon, President and one of the five Directors of the Paducah & Illinois Railroad Company, and J. C. Michael, J. B. Hampton, F. P. Caldwell, and M. K. Gilbert, the other four directors of said company, all of whom are personally known to me to be the President and Directors of the said Paducah & Illinois Railroad Company, and who jointly and severally acknowledged that they adopted, signed, and executed the foregoing amendment to Article Four (4) of the Articles of Incorporation of the said Paducah and Illinois Railroad Company, to be their act and deed, and for and on behalf of the said company, and for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this the 1st day of August, 1912. My commission expires on the 24th day of January, 1914.

[SEAL]

G. W. B. OLMSTEAD,
Notary Public,
Jefferson County, Kentucky.

I, P. S. Ray, Clerk of the County Court of Jefferson County, in the State of Kentucky, do certify that on this day at 3:00 o'clock P.M. the foregoing Amended Articles of Incorporation were produced to me in my office, and that I have recorded them, this and the foregoing certificate in my said office.

Witness my hand this 2nd day of August, 1912.

P. S. RAY,
Clerk.

STATE OF KENTUCKY,
JEFFERSON COUNTY.

I, P. S. Ray, Clerk of the County Court of Jefferson County, in the State of Kentucky, hereby certify that under the laws of the State of Kentucky, and as such clerk I have custody of the corporation Books of Jefferson County, Kentucky, in which the laws of said State require that (Articles and Amended Articles of Incorporation, etc.) be recorded; and I further certify that the above and foregoing pages contain a correct transcript of the Amended Articles of Incorporation of the Paducah & Illinois Railroad Company, of the State of Kentucky, as shown of record in my office on page 277, Corporation Book 21, and I further certify that I have compared said transcript with said original record and I certify that the above transcript is a correct transcript of the whole of said original record of which I am the custodian.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court and said county of which I am the custodian at the Court House in the City of Louisville, this 5th day of August, 1912.

[SEAL]

P. S. RAY, *Clerk,*
Jefferson County Court, Kentucky

STATE OF KENTUCKY, } SCT.
JEFFERSON COUNTY. }

The undersigned, T. B. Toon, President, and M. K. Gilbert, Secretary, of the Paducah and Illinois Railroad Company, do certify that the foregoing is a true copy of the Amendment to Article Four (4) of the Articles of Incorporation of the Paducah and Illinois Railroad Company, jointly and severally acknowledged, adopted, signed and executed by the President and all the Directors thereof, to be their act and deed, and for and on behalf of said company, and for the purposes therein set forth and duly recorded, as required by law, on the 2nd day of August, 1912, in the Office of the County Court Clerk of Jefferson County, State of Kentucky, in which the principal office or place of business of said company is located, this attestation and certificate being made as required by section 764, Kentucky Statutes, in order that the foregoing copy may be duly filed in the office of the Railroad Commissioners and the Secretary of State of the State of Kentucky.

Given under our hand and official seal of said company, this the 7th day of August, 1912.

[SEAL] T. B. TOON,
President.
M. K. GILBERT,
Secretary.

Statement required by section 4225 Kentucky Statutes:
To the Secretary of State,
Frankfort, Kentucky.

The Paducah and Illinois Railroad Company has this day, in accordance with the provisions of section 4225, Kentucky Statutes, paid into the State Treasury the sum of Three Thousand ($3,000) as per copy of the State Treasurer's receipt hereto attached as part hereof, marked Exhibit R, the said sum being one-tenth of one per centum upon the amount of the increase of Three Million ($3,000,000) Dollars, in the capital stock, which the said corporation is authorized to have, under the provisions of the amendment to Article four (4) of its Articles of Incorporation this day filed in your office.

This August 9th, 1912.

[SEAL] Paducah & Illinois Railroad Company,
Attest: *By* T. B. TOON,
M. K. GILBERT, *President.*
Secretary.

COMMONWEALTH OF KENTUCKY,
OFFICE OF SECRETARY OF STATE.

I, C. F. Crecelius, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the Paducah and Illinois Railroad Company, has this day filed in this office a certified copy of the amendment to Article Four (4) of its Articles of Incorporation in compliance with the provisions of Section 764, Kentucky Statutes, and that the foregoing is a true copy thereof.

I do hereby further certify that said corporation has filed with me in my office a statement showing that it has paid into the State Treasury the sum of Three Thousand ($3,000), being one-tenth of one per centum upon Three Million ($3,000,000) Dollars the amount of the increase in the capital stock which said corporation is authorized to have by the amendment aforesaid of its Articles of Incorporation, as required by the provisions of Section 4225, Kentucky Statutes.

Witness my hand and official seal, this the 9th day of August, 1912.

[SEAL] C. F. CRECELIUS,

Secretary of State for the Commonwealth of Kentucky.

STATE OF KENTUCKY,
JEFFERSON COUNTY.

Be it remembered, at the Court House in the City of Louisville, County and State aforesaid, in the County Court Clerk's office of Jefferson County, said clerk being custodian of Records of Articles of Incorporation, of Articles and Amended Articles of Incorporation, etc., the following is entered of record in Corporation Book 23, page 304.

At an adjourned annual meeting of the Stockholders of the Paducah & Illinois Railroad Company, held on the third day of August, 1914, at its principal office in the City of Louisville, State of Kentucky, pursuant to the adjournment had at the annual stockholders meeting, which was held in the City of Louisville, State of Kentucky, on July 1, 1914, and a waiver of notice signed by all of the stockholders, the entire common capital stock and all the shares thereof being represented and voting thereat, it was unanimously resolved that:

Resolved, The holders of all the common capital stock having thereto consented, that Article Four (4) of the original Articles of Incorporation of the Paducah & Illinois Railroad Company, dated and executed February 21, 1910; and the amended Article Four (4) of said Articles of Incorporation, dated and executed the first day of August, 1912; which original Articles are recorded in Corporation Book 19, page 28, *et sequitor,* and which amended Article Four (4) is recorded in Corporation Book 21, page 277, in the office of the Clerk of the Jefferson County Court, State of Kentucky, and both respectively filed in the office of the Railroad Commissioners of said State, and in the office of the Secretary of State of said State, as required by law, be further amended so as to provide that the authorized capital stock shall consist of preferred stock to the amount of Six Million (6,000,000) Dollars, par value, and of common stock to the amount of Ten Thousand (10,000) Dollars par value, which has heretofore been provided, the present capital stock being increased by the issue of Three Million (3,000,000) Dollars, all of which additional stock shall be preferred stock, to be divided into shares of One Hundred (100) Dollars each, that all the said Six Million (6,000,000) Dollars preferred stock shall be entitled to receive semi-annual dividends, in equal parts, at the rate of Four and one-half (4½) per cent per annum, payable before any dividends shall be declared on the common stock, and said preferential dividends shall be cumulative; that on the dissolution of the corporation, voluntarily or

otherwise, the holders of the preferred stock shall be entitled to have their shares redeemed at par before any distribution of any part of the assets of the corporation shall be made to the holders of the common stock; and that the preferred stock shall have no right to vote and no right to share in the management of the Company.

It was at said meeting further unanimously resolved:

Resolved, That the President and Directors of the Paducah & Illinois Railroad Company be authorized and directed, on behalf of said corporation, to execute, sign and acknowledge such amendment to said Articles of Incorporation as may be necessary to carry out the aforesaid resolution, and do such other acts as may be required by law to effectuate said purpose.

At a special meeting of the Board of Directors of the said Paducah & Illinois Railroad Company, held at the Burlington Building, Chicago, Ill. on the 4th day of August, 1914, at eleven o'clock a.m., pursuant to a written call and waiver of notice signed by all the Directors, the same resolutions were unanimously passed by said Board.

Pursuant to said resolutions passed by the said stockholders meeting and by the Board of Directors, Article Four (4) of the Articles of Incorporation as heretofore amended is now further amended so that the authorized capital stock of said corporation shall consist of preferred stock of the quality and character aforesaid mentioned in said resolutions, to the amount of Six Million (6,000,000) Dollars, par value, and of common stock to the amount of Ten Thousand (10,000) Dollars, as at present provided, thereby increasing the authorized issue of preferred stock from Three Million Dollars, par value to Six Million Dollars, par value.

In Testimony Whereof, The Paducah & Illinois Railroad Company, by D. Miller, its President, and said D. Miller, as President, and D. Miller, Jno. Howe Peyton, H. E. Byram, W. J. Hills and F. H. Rawson, its Directors, have hereunto subscribed their names, this the 4th day of August, 1914.

Paducah & Illinois Railroad Company,
By D. Miller, *its President,*
D. Miller, *President,*
D. Miller, *Director,*
Jno. Howe Peyton, *Director,*
H. E. Byram, *Director,*
[SEAL] W. J. Hills, *Director,*
Attest: F. H. Rawson, *Director.*
J. H. Ambrose, *Secretary.*

State of Illinois,
County of Cook.

I, W. S. Burley, a Notary Public in and for the County and State aforesaid, do certify that on this day personally appeared before me D. Miller, the President and one of the five Directors of the Paducah & Illinois Railroad Company, and John Howe Peyton, H. E. Byram, W. J. Hills and F. H. Rawson, the other four Directors of said Company, all of whom are known to me to be the President and Directors respectively of the said

Paducah & Illinois Railroad Company, and who jointly and severally acknowledged that they adopted, signed and executed the foregoing amendment to Article Four (4) of the Articles of Incorporation of the said Paducah & Illinois Railroad Company, as heretofore amended, and to be their acts and deeds for and on behalf of said company and for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 4th day of August, 1914. My Commission expires on the 4th day of October, 1914.

[SEAL] W. S. BURLEY, N.P.

I, P. S. Ray, Clerk of the County Court of Jefferson County, in the State of Kentucky, do certify that on this day at 11 o'clock a. m., the foregoing amended Articles of Incorporation were produced to me in my office, and that I have recorded them, this and the foregoing certificate in my said office.

Witness my hand this 5th day of August, 1914.

[SEAL] P. S. RAY, *Clerk.*

STATE OF KENTUCKY,
JEFFERSON COUNTY.

I, P. S. Ray, Clerk of the County Court of Jefferson County in the State of Kentucky, hereby certify that under the laws of the State of Kentucky, and as such clerk I have custody of the Corporation Books of Jefferson County, Kentucky, in which the laws of said state require that Articles and Amended Articles of Incorporation, etc. be recorded; and I further certify that the above and foregoing pages contain a correct transcript of the amended Articles of Incorporation of the Paducah & Illinois Railroad Company, of the State of Kentucky, as shown of record in my office on page 304 Corporation Book 23, and I further certify that I have compared said transcript with said original record and I certify that the above transcript is a correct transcript of the whole of said original record of which I am the custodian.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said court and said county of which I am the custodian at the Court House in the City of Louisville, this 5th day of August, 1914.

[SEAL] P. S. RAY, *Clk., Jefferson Co. Court, Ky.*

The undersigned, D. Miller, President, and J. H. Ambrose, Secretary of the Paducah & Illinois Railroad Company, do certify that the foregoing is a true copy of the Amendment to Article Four (4) of the Articles of Incorporation of the Paducah & Illinois Railroad Company, jointly and severally acknowledged, adopted, signed and executed by the President and all the Directors thereof, to be their act and deed, and for and on behalf of said Company, and for the purpose therein set forth, and duly recorded, as required by law on the 5th day of August, 1914, in the office of the County Court Clerk of Jefferson County, State of Kentucky, in which the principal office or place of business of said Company is located, this attestation and certificate being made as required by Section 764, Kentucky Statutes, in order that the foregoing copy may be duly filed in the office

of the Railroad Commissioners and the Secretary of State of the State of Kentucky.

Given under our hands and the official seal of said Company, this the 13th day of August, 1914.

D. MILLER,
President.

[SEAL]

J. H. AMBROSE,
Secretary.

STATE OF KENTUCKY,
JEFFERSON COUNTY.

Be it remembered at the Court House in the City of Louisville, County and State aforesaid, in the County Court Clerk's Office of Jefferson County, said Clerk being custodian of Records of Articles of Incorporation, of Articles & Amended Articles of Incorporation, etc. the following is entered of record in Corporation Book 24, Page 320.

At an annual meeting of the Stockholders of the Paducah & Illinois Railroad Company, held on the seventh day of July, 1915, at its principal office in the City of Louisville, State of Kentucky, pursuant to a consent in writing signed by all the stockholders, the entire common capital stock and all shares thereof being represented and voting thereat, it was unanimously resolved that:

Resolved, the holders of all the common capital stock having thereto consented in writing, that Article Four (4) of the original Articles of Incorporation of the Paducah & Illinois Railroad Company, dated and executed February 21, 1910; and the amended Article Four (4) of said Articles of Incorporation, dated and executed the first day of August, 1912, and the further amended Article Four (4) of said Articles of Incorporation, dated and executed the Fourth day of August, 1914; which original Articles are recorded in Corporation Book 19, page 28, et sequitor, and which first amended Article Four is recorded in Corporation Book 21, page 277, and which second amended Article Four is recorded in Corporation Book 23, page 304, in the office of the Clerk of the Jefferson County Court, State of Kentucky, and all three respectively filed in the office of the Railroad Commissioners of said state, and in the office of the Secretary of State of said State, as required by law, be further amended so as to provide that the authorized capital stock shall consist of preferred stock to the amount of Seven Million (7,000,000) Dollars, par value, and of common stock to the amount of Ten Thousand (10,000) Dollars, par value, which common stock has heretofore been provided the present capital stock being increased by the issue of One Million (1,000,000) Dollars, all of which additional stock shall be preferred stock, to be divided into shares of One Hundred (100) Dollars each; that all the said Seven Million Dollars ($7,000,000) preferred stock shall be entitled to receive semi-annual dividends in equal parts at the rate of five (5%) per cent per annum, payable before any dividends shall be declared on the common stock, and said preferential dividends shall be cumulative; that on the dissolution of the corporation, voluntarily of or otherwise, the holders of the preferred stock shall be

entitled to have their shares redeemed at par before any distribution of any part of the assets of the corporation shall be made to the holders of the common stock; and that the preferred stock shall have no right to vote, and no right to share in the management of the Company.

It was at said meeting further unanimously

Resolved, That the President and Directors of the Paducah & Illinois Railroad Company be authorized and directed, on behalf of said corporation to execute, sign and acknowledge such amendment to said Article of Incorporation as may be necessary to carry out the aforesaid resolution, and do such other acts as may be required by law to effectuate said purpose.

At a special meeting of the Board of Directors of the said Paducah & Illinois Railroad Company, held at the Burlington Building, Chicago, Illinois, on the eighth day of July, 1915, at 4:30 o'clock P.M. pursuant to a written call and waiver of notice signed by the Directors, the same resolutions were unanimously passed by said Board.

Pursuant to said resolutions passed by the said stockholders meeting and by the Board of Directors, Article Four (4) of the Articles of Incorporation of the Paducah & Illinois Railroad Company, as heretofore amended, is now further amended so that the authorized capital stock of said corporation shall consist of preferred stock, of the quality and character aforementioned in said resolutions, to the amount of Seven Million (7,000,000) Dollars, par value, and of common stock of Ten Thousand (10,000) Dollars, as at present provided; thereby increasing the authorized issue of preferred stock from Six Million (6,000,000) Dollars, par value, to Seven Million (7,000,000) Dollars, par value.

In Testimony Whereof, The Paducah & Illinois Railroad Company by Hale Holden, Its President, and said Hale Holden, as President, and Hale Holden, Jno. Howe Peyton, F. H. Rawson, W. J. Hills and H. E. Byram, its Directors, have hereunto subscribed their names this eighth day of July, 1915.

[SEAL] Paducah & Illinois Railroad Company,
By HALE HOLDEN, *its President*
HALE HOLDEN, *President.*
HALE HOLDEN,
JNO. HOWE PEYTON,
F. H. RAWSON,
W. J. HILLS,
H. E. BYRAM,
Directors.

Attest:
J. H. AMBROSE,
Secretary

STATE OF ILLINOIS,
COUNTY OF COOK.

I, J. H. Pettibone, a Notary Public in and for the County and State aforesaid, do certify that on this day personally appeared before me Hale Holden, The President and one of the five Directors of the Paducah & Illinois Railroad Company, and John Howe Peyton, F. H. Rawson, W. J. Hills and H. E. Byram, the other four Directors of said Company, all of whom are known to me to be the President and Directors respectively of the said Paducah & Illinois Railroad Company, and who jointly and severally

acknowledged that they adopted, signed and executed the foregoing amendment to Article Four (4) of the Articles of Incorporation of the said Paducah & Illinois Railroad Company, as heretofore amended, and to be their acts and deeds for and on behalf of said Company, and for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 8th day of July, 1915. My Commission expires on the 3rd day of March, 1918.

[SEAL] J. H. PETTIBONE,
Notary Public.

STATE OF KENTUCKY,
JEFFERSON COUNTY.

I, P. S. Ray, Clerk of the County Court of Jefferson County, in the State of Kentucky, do certify that on this day at 9:30 o'clock A.M., the foregoing Amended Articles of Incorporation were produced to me in my office, and that I have recorded them, this and the foregoing certificate in my said office.

Witness my hand, this 22nd day of July, 1915.

P. S. RAY, *Clerk.*

STATE OF KENTUCKY,
JEFFERSON COUNTY.

I, P. S. Ray, Clerk of the County Court of Jefferson County, in the State of Kentucky, hereby certify that under the laws of the State of Kentucky, and as such clerk I have the custody of the Corporation books of Jefferson County, Kentucky, in which the laws of said State require that Articles and Amended Articles of Incorporation, etc. be recorded; and I further certify that the above and foregoing paper contain a correct transcript of the Amended Articles of Incorporation of the Paducah & Illinois Railroad Company, of the State of Kentucky, as shown of record in my office on Page 320, Corporation Book 24, and I further certify that I have compared said transcript with said original record and I certify that the above transcript is a correct transcript of the whole of said original record of which I am the custodian.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said court and County of which I am the custodian at the Court House in the City of Louisville, this 22nd day of July, 1915.

[SEAL] P. S. RAY,
Clk., Jefferson Co. Court, Ky.

The undersigned Hale Holden, President, and J. H. Ambrose, Secretary of the Paducah & Illinois Railroad Company, do certify that the foregoing is a true copy of the Amendment to Articles Four (4) of the Articles of Incorporation of the Paducah & Illinois Railroad Company, jointly and severally acknowledged, adopted, signed and executed by the President and all the Directors Thereof, to be their act and deed, and for and on behalf of said Company, and for the purposes therein set forth and duly recorded, as required by law, on the 22nd day of July, 1915, in the office of the

County Court Clerk of Jefferson County, State of Kentucky, in which the principal office or place of business of said Company is located, this attestation and certificate being made as required by Section 764, Kentucky Statutes, in order that the foregoing copy may be duly filed in the office of the Railroad Commissioners and the Secretary of State of the State of Kentucky.

Given under our hands and the official seal of said Company, this 23rd day of July, 1915.

[SEAL]

HALE HOLDEN,
President.
J. H. AMBROSE,
Secretary.

CONTRACT, January 10, 1923, between Paducah & Illinois Railroad Company, Party of the First Part, The Nashville, Chattanooga and St. Louis Railway and Chicago, Burlington and Quincy Railroad Company, Parties of the Second Part, Union Trust Company, of Chicago, Illinois, Party of the Third Part, and Illinois Central Railroad Company, Party of the Fourth Part, relating to the ownership and use of the property of the Paducah & Illinois Railroad Company.

This contract, made and entered into this Tenth day of January, 1923, but effective as of 12:01 A. M., September 1, 1920, by and between the Paducah & Illinois Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, hereinafter called the "Bridge Company," party of the first part; The Nashville, Chattanooga & St. Louis Railway, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, and the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, parties of the second part; Union Trust Company, of Chicago, Illinois, a corporation of the State of Illinois, hereinafter called the "Trustee Company," party of the third part; and the Illinois Central Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "Illinois Company," party of the fourth part;

Whereas, the Bridge Company has constructed a line of railroad approximately fourteen (14) miles long, from Metropolis, Illinois, to Paducah, Kentucky, the entire common stock of which company is now owned jointly and equally by the parties of the second part, but is pledged to the Trustee Company for the purpose and under the conditions set out in a Stock Trust Agreement, dated July 1, 1915, to which reference is here made; and,

Whereas, the parties of the second part, by certain contracts, to be referred to later in detail, have entered into an arrangement for the construction and operation of the properties of the Bridge Company as well as the financing of the Bridge Company; and,

Whereas, the Illinois Company is desirous of coming into this arrangement as a joint and equal associate, both as to right and responsibility,

with the parties of the second part, this being agreeable to said parties of the second part and to the Bridge Company and the Trustee Company:

Now, therefore, in consideration of the premises and the mutual covenants hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I.

Specific reference is here made to the following contracts, agreements, and trust agreements, which are attached hereto and made a part hereof, marked in order respectively, Exhibits 1, 2, 3, 4, and 5, to wit:

Exhibit No. 1. Construction and Operating Agreement, dated September 1, 1914.

Exhibit No. 2. Supplemental Agreement, dated July 1, 1915.

Exhibit No. 3. Stock Trust Agreement, dated July 1, 1915.

Exhibit No. 4. Trust Deed Agreement, dated July 1, 1915.

Exhibit No. 5. Division of Surplus and Deficit Agreement, dated July 1, 1915.

The parties of the second part, with the approval of the Trustee Company, each hereby transfers and conveys to the Illinois Company, sixteen and two-thirds (16⅔) shares of the Common Capital Stock of the Bridge Company for the consideration to each of One Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($1,666.67) paid by the Illinois Company, receipt whereof is hereby acknowledged; said transfer and sale being subject to all the provisions of the Stock Trust Agreement hereto attached as Exhibit 3.

It is hereby agreed, the Trustee Company consenting thereto, that said Stock Trust Agreement, Exhibit 3, shall be modified to the following extent, to wit:

Said Trustee Company will cause the minimum number of shares of the Bridge Company's common stock necessary to qualify for directorship in the Paducah & Illinois Railroad Company to be transferred into the names of the six parties designated in writing, by the Chicago, Burlington & Quincy Railroad Company, The Nashville, Chattanooga & St. Louis Railway and the Illinois Central Railroad Company, each company designating two; it being the intention of the parties that the Board of Directors of the Paducah & Illinois Railroad Company, seven in number, shall be made up of two representatives of each of said three railroads, and one official of the Trustee Company.

ARTICLE II.

The second parties hereto (by virtue of the supplemental agreement dated July 1, 1915, Exhibit 2 hereto), having unconditionally agreed to "jointly and severally guarantee the payment by the Bridge Company of both interest and principal of all and every" of the bonds of the Bridge Company, the principal sum not exceeding Seven Million Dollars ($7,000,000.00), the Illinois Company hereby expressly covenants and agrees with the second parties, and each of them, that if and when said second parties, or either of them, make any payments on account of said guaranty of the

principal or interest of said bonds, or of the indebtedness represented thereby, or of the sums payable to the sinking fund referred to in said guaranty, the Illinois Company will immediately thereafter reimburse and pay to said second parties, or either of them, as the case may be, such sum or sums of money as it would be liable for to the said company or companies, parties of the second part, making such payment if it had executed jointly with them the said guaranty—it being the understanding that as to any such payment or payments so made by the second parties, or either of them, under said guaranty the liability of the Illinois Company shall, as between each of the said two companies, parties of the second part, and the Illinois Company, be the same as though it had signed such guaranty with them; and if by reason of the default of one of said second parties the other shall, after the Illinois Company has paid its one-third share, as above provided, be found to have borne more than its one-third share of any such payment or payments, the Illinois Company shall make good to it one-half of any excess so remaining. It is further understood and agreed between the party of the first part hereto, the parties of the second part and the Illinois Company that the latter shall be entitled to participate in all rights, stocks and other benefits accruing from payments made under said guaranty to the extent of the amount contributed by it towards or on account of such payment or payments, and that should either of said second parties or the Illinois Company, under the provisions hereof, pay more than their respective one-third share of any such payment or payments, it and each of them, shall have a right of action against the other of said second parties so making default for the amount of such excess, together with interest thereon at the rate of six per cent (6%) per annum and such second party so making default shall be severally liable therefor to the Illinois Company and to the said second party making such payment.

ARTICLE III.

Commencing as of September 1, 1920, the Illinois Company shall, in all matters growing out of said contracts, Exhibits 1 to 5, inclusive, be considered as a joint and equal associate, in every respect, with the Chicago, Burlington & Quincy Railroad Company and The Nashville, Chattanooga & St. Louis Railway, and specifically shall become one of the second parties in the Construction and Operating Agreement, dated September 1, 1914, Exhibit 1; one of the second parties to the Supplemental Agreement, dated July 1, 1915, Exhibit 2 (except that the Illinois Company will not formally or directly guarantee payment, either interest or principal, or both, of the bonds themselves of the Bridge Company, executed under and by virtue of the provisions of the Trust Deed, dated July 1, 1915, Exhibit 4, but nothing in this Article shall be considered as a modification of the obligation of the Illinois Company to the Chicago, Burlington & Quincy Railroad Company and The Nashville, Chattanooga & St. Louis Railway, set out in Article II, *supra*); one of the first parties to the Stock Trust Agreement, dated July 1, 1915, Exhibit 3; one of the parties to the Division of Surplus and Deficit Agreement of July 1, 1915, Exhibit 5; on the precise same basis and subject to all of the same conditions and limitations, all

and singular, as the Chicago, Burlington & Quincy Railroad Company and The Nashville, Chattanooga & St. Louis Railway; it being the intention of the parties that the Illinois Company will, except as in this agreement otherwise provided, share with the second parties hereto and meet each and every obligation, liability and responsibility assumed by the second parties hereto under said contracts, and each of them, Exhibits 1 to 5, inclusive, subsequent to and including September 1, 1920, to the same extent and as fully as if said contracts, Exhibit 1 to 5, inclusive, and each of them, had been originally executed by the Illinois Company, Chicago, Burlington & Quincy Railroad Company, and The Nashville, Chattanooga & St. Louis Railway, instead of (but in the same relation as) said second parties hereto; and as if the obligations, liabilities and responsibilities assumed by said second parties hereto under said contracts and each of them, Exhibits 1 to 5, inclusive, had in like manner and proportion originally been assumed by the three last above named parties instead of by said second parties hereto.

It is hereby agreed, the Trustee Company consenting thereto, that Section 10 of Article II, of said Construction and Operating Agreement, dated September 1, 1914, Exhibit 1, shall be modified to the extent that the Auditing Committee therein referred to shall be composed of three members instead of two, to consist of the Chief Accounting Officers of the Illinois Company and each of said second parties hereto.

It is further understood and agreed between the parties of the first part hereto, the parties of the second part, and the Illinois Company, that in case the Illinois Company shall, under the provisions of any of the contracts named in Article III hereof, pay any part of amounts due from the parties of the second part, or either of them, the payment of which has been defaulted, the Illinois Company shall be entitled to participate in all rights, stocks and other benefits which, under the terms of said contracts, accrue to one of said second parties through or by payments made by it upon the default of the other of said second parties, in proportion to the amounts so paid by the Illinois Company.

ARTICLE IV.

This Agreement, although executed on the Tenth day of January, 1923, shall be retroactive in all things, commencing 12:01 A. M., September 1, 1920, but not prior thereto; but, except as herein otherwise expressly agreed, shall not impose any obligation on said Illinois Company for any matters or things prior to said last date.

ARTICLE V.

The Illinois Company shall pay to the Bridge Company, within thirty (30) days from the date of the execution of this contract, as rental for the use made by the Illinois Company of the transportation facilities of the Bridge Company during the Guaranty Period; to-wit, March 1, 1920, to and including August 31, 1920; the sum of Twenty-two Thousand Five Hundred Sixty-five Dollars and Forty-nine Cents ($22,565.49), and such payment shall constitute full and conclusive settlement between the parties hereto for all

sums due from the Illinois Company as rental for the use made by the Illinois Company of said transportation facilities of the Bridge Company during said period. All sums due by the Illinois Company to the Bridge Company growing out of this contract, and the assumption by it of said contracts, referred to herein as Exhibits 1, 2, 3, 4, and 5, for the period September 1, 1920, to the date hereof, shall be paid by the Illinois Company to the Bridge Company within sixty (60) days from the date hereof; all payments accruing after the date hereof shall be made by the Illinois Company in accordance with the provisions of said contracts.

The Illinois Company shall also within sixty (60) days from the date hereof, pay to the second parties, or to either of them for the account of both said second parties, one-third (⅓) of Three Hundred Ninety-seven Thousand, One Hundred Fifty-one Dollars and Thirty-three Cents ($397,-151.33), due the parties of the second part by the Bridge Company on account of construction advances to September 1, 1920, (being the sum of One Hundred Thirty-two Thousand, Three Hundred Eighty-three Dollars and Seventy-eight Cents ($132,383.78), for which said second parties have not been reimbursed, and for which bonds of the Bridge Company have not been issued.

If, upon final settlement made between the Bridge Company and the United States Railroad Administration, the Bridge Company has not funds available to pay the amount found upon such final settlement to be due said United States Railroad Administration by the Bridge Company for Additions and Betterments made to the property of the Bridge Company during Federal Control of railroads, the Illinois Company and each of said second parties shall, by way of loan, advance and pay to the Bridge Company one-third (⅓) of such amount.

Any deficit of the Bridge Company (as defined in Exhibit 5) existing at 12:01 A. M., September 1, 1920, from operations of the Bridge Company prior to said date, shall be paid by the second parties hereto, and the Illinois Company shall not be liable to pay or to contribute in any manner to the payment of such deficit, nor shall the portion of any surplus derived from operations of the Bridge Company after 12:01 A. M., September 1, 1920, to which the Illinois Company may be entitled, be reduced or diminished by the application of such surplus to any deficits of the Bridge Company existing at 12:01 A. M., September 1, 1920, from operations of the Bridge Company prior to said date.

Any surplus of the Bridge Company (as defined in Exhibit 5) existing at 12:01 A. M., September 1, 1920, from operations of the Bridge Company prior to said date shall be divided between and paid to said Chicago, Burlington & Quincy Railroad Company and said The Nashville, Chattanooga & St. Louis Railway, in accordance with the provisions of Article III of said Division of Surplus and Deficit Agreement, dated July 1, 1915, Exhibit 5, and the Illinois Company shall not be entitled to any part thereof.

It is understood and agreed that in determining the amount of any surplus or deficit from the operations of the Bridge Company (as defined in Exhibit 5) after 12:01 A. M., September 1, 1920, the balance of Discount on Funded Debt, being the sum of Ninety-six Thousand, Two Hundred Fifty-one

Dollars and Fifty-one Cents ($96,251.51), shall be charged to income of the Bridge Company, distributed ratably each month during the remainder of the term of the bonds representing said Funded Debt.

ARTICLE VI.

It is expressly agreed by all of the parties hereto that Section 5 of Article III of the Construction and Operating Agreement, dated September 1, 1914, Exhibit 1, shall be, and the same is hereby, amended to read as follows, and as so amended shall from the date hereof be taken and considered as Section 5 of Article III of said Construction and Operating Agreement, dated September 1, 1914, Exhibit 1, in lieu of said Section 5, Article III, as therein written:

SECTION 5. Except when and to the extent required by law, the Bridge Company shall not grant to any other railway company or companies the right to use said facilities of the Bridge Company, or any part thereof, without the consent in writing of the majority in number of the railroad companies then owning the common stock of the Bridge Company and not then in default, and the Bridge Company shall not, without the consent in writing of all of the railroad companies then owning the common stock of the Bridge Company and not then in default, grant the use of said facilities, or any part thereof, to any other railroad company or companies, or common carriers, upon terms more favorable than those accorded to the railroad companies then owning the common capital stock of the Bridge Company and not then in default; nor shall the Bridge Company in any case grant the use of said facilities, or any part thereof, to any such other railroad company if such additional use would overburden said facilities of the Bridge Company.

The Bridge Company expressly agrees that it will not, during the term hereof, pay or obligate itself to pay any sum of money in excess of the sum of Five Thousand ($5,000.00) Dollars for any individual improvement or addition to its property, the cost of which is properly chargeable to Road and Equipment Account, without first having had and obtained the consent thereto, in writing, of each of the railroad companies at the time owning common stock of the Bridge Company and not then in default.

It is expressly understood and agreed that the Illinois Company shall have the right at any time during the life of this contract, to establish at its own sole cost and expense, a connection with the tracks of the Bridge Company, such connection to be owned either by the Illinois Company or by a company whose entire trackage is operated by the Illinois Company, provided, however, that such connection, when installed, shall never be used for the operation thereover of trains of any company other than the Illinois Company, unless such other company shall have been admitted to the use of the facilities of the Bridge Company in accordance with the provisions of Section 5 of Article III of said Construction and Operating Agreement dated September 1, 1914, as amended by Article VI hereof.

ARTICLE VII.

The third party hereto, the Trustee Company, joins in this contract for the sole purpose of expressing its assent to the provisions hereof in so far

as its rights and obligations as Trustee under the Stock Trust Agreement and Trust Deed, being Exhibits 3 and 4, respectively, are affected, and to assent to the modifications of Section 5 of Article III of the Construction and Operating Agreement, dated September 1, 1914, Exhibit 1, as set out in Article VI, *supra*.

The Bridge Company, party of the first part, joins in this contract for the purpose of expressing its assent and approval to all of the provisions hereof.

ARTICLE VIII.

All existing contracts, if any, verbal or written, to which the Illinois Company is a party, relating to its right to use the transportation facilities of the Bridge Company, are hereby terminated as of September 1, 1920, except as to liabilities arising thereunder, growing out of transactions prior to said date.

In Witness Whereof, the parties hereto have caused this contract to be executed in quadruplicate by their duly authorized officers, the day and year first above written.

Paducah & Illinois Railroad Company,

[SEAL] *By* HALE HOLDEN,
President.

Attest: *Party of the first part.*
T. A. CLARKSON,
Secretary.

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN,
President.

Attest: *Parties of the second part.*
C. I. STURGIS,
Secretary.

The Nashville, Chattanooga & St. Louis Railway,

[SEAL] *By* W. R. COLE,
President.

Attest: *Parties of the second part.*
T. A. CLARKSON,
Secretary.

Union Trust Company of Chicago,

[SEAL] *By* F. H. RAWSON,
President,

Attest: *Party of the third part.*
R. F. CHAPIN,
Secretary.

Illinois Central Railroad Company,

[SEAL] *By* C. H. MARKHAM,
President,

Attest: *Party of the fourth part.*
BURT A. BECK,
Assistant Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Paducah & Illinois Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Paducah & Illinois Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by T. A. Clarkson, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Paducah & Illinois Railroad Company.

Given under my hand and notarial seal, this 12th day of January, 1923.

My commission expires March 22, 1923.

[SEAL]

A. D. McLANE,
Notary Public in and for the County of Cook, State of Illinois.

STATE OF TENNESSEE, } ss.
COUNTY OF DAVIDSON. }

I, R. T. Saunders, a Notary Public in and for the State and County aforesaid, do hereby certify that T. A. Clarkson, with whom I am personally acquainted and to me known to be the Secretary of the Paducah & Illinois Railroad Company, whose name is signed to the within and foregoing instrument, has this day personally appeared before me in the County aforesaid, produced to me the said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 10th day of January, 1923.

My commission expires January 2nd, 1927.

[SEAL]

R. T. SAUNDERS,
Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Chicago, Burlington & Quincy Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he

has affixed the corporate seal of said Company and has caused the same to be duly attested by C. I. Sturgis, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Chicago, Burlington & Quincy Railroad Company.

I do further certify that C. I. Sturgis, with whom I am personally acquainted and to me known to be the Secretary of said Chicago, Burlington & Quincy Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to the said attestation.

Given under my hand and notarial seal, this 12th day of January, 1923.

My commission expires March 22, 1923.

[SEAL] A. D. McLANE,
Notary Public in and for the County of Cook, State of Illinois.

STATE OF TENNESSEE, COUNTY OF DAVIDSON. } ss.

I, R. T. Saunders, a Notary Public in and for the State and County aforesaid, do hereby certify that W. R. Cole, as President of the above named The Nashville, Chattanooga & St. Louis Railway, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said The Nashville, Chattanooga & St. Louis Railway, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Railway and has caused the same to be duly attested by T. A. Clarkson, Secretary of said Railway; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said The Nashville, Chattanooga & St. Louis Railway.

I do further certify that T. A. Clarkson, with whom I am personally acquainted and to me known to be the Secretary of said The Nashville, Chattanooga & St. Louis Railway, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 10th day of January, 1923.

My commission expires January 2nd, 1927.

[SEAL] R. T. SAUNDERS,
Notary Public in and for said County and State.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, W. Lee Stoetzel, a Notary Public in and for the State and County aforesaid, do hereby certify that F. H. Rawson, as President of the above named Union Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said Union Trust Company, and as his own free and voluntary act as such President, for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by R. F. Chapin, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Union Trust Company.

I do further certify that R. F. Chapin, with whom I am personally acquainted and to me known to be the Secretary of said Union Trust Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 30th day of January, 1923.

My commission expires Mch. 15th, 1926.

[SEAL]

W. LEE STOETZEL,
Notary Public in and for the County and State aforesaid.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, T. G. Taggart, a Notary Public in and for the State and County aforesaid, do hereby certify that C. H. Markham as President of the above named Illinois Central Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Illinois Central Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by Burt A. Beck, Assistant Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Illinois Central Railroad Company.

I do further certify that Burt A. Beck, with whom I am personally acquainted and to me known to be the Assistant Secretary of said Illinois Central Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there

acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 13th day of January, 1923.

My commission expires March 29, 1924.

[SEAL]

T. G. TAGGART,
Notary Public in and for the County of Cook, State of Illinois.

EXHIBIT 1

AGREEMENT, September 1, 1914, between Paducah & Illinois Railroad Company of the first part, the Nashville, Chattanooga & St. Louis Railway and Chicago, Burlington & Quincy Railroad Company of the second part, and Union Trust Company as Trustee, of the third part. Relating to construction and operation of a bridge across the Ohio River at or near Metropolis, Illinois, the construction of connecting tracks, and a line connecting with the N. C. & St. L. Ry. near Paducah, Ky.

An agreement, made this first day of September, 1914, by and between the Paducah & Illinois Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky (hereinafter called the Bridge Company), party of the first part, The Nashville, Chattanooga & St. Louis Railway, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, and Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, parties of the second part, and Union Trust Company, of Chicago, Illinois, a corporation of the State of Illinois, the corporate trustee under the first mortgage of the Bridge Company hereinafter mentioned (hereinafter called the Trustee Company), party of the third part.

Whereas, the Bridge Company is about to acquire the necessary land therefor and to construct a bridge across the Ohio River from a connection with the tracks of the Chicago, Burlington & Quincy Railroad Company at or in the vicinity of Metropolis, Illinois, and to construct a railroad from the said bridge to a point of connection with The Nashville, Chattanooga & St. Louis Railway near Paducah, Kentucky, and to create terminal facilities for interchange of traffic near said point of connection, all of which are shown in detail in maps, schedule, plans and specifications to be filed with the records of the Bridge Company, which said maps, schedule, plans and specifications shall be marked for identification by the Chief Engineer of each of the railway companies parties hereto and accepted and approved by an Executive Officer of each of the railway companies parties hereto, and which are hereafter collectively referred to as the "Plans" and are made a part of this agreement as fully as if set forth at length herein or attached hereto; and

Whereas, the Bridge Company after the completion of said bridge, connecting railroad and other facilities, proposes, either itself or by employing another Railway Company, to transfer cars, passengers and property of the

said Railway Companies between said Metropolis, Illinois, and Paducah, Kentucky; and

Whereas, the Bridge Company is about to execute to said Trustee Company a mortgage or Deed of Trust, to be known as its First Mortgage, covering all the property of the Bridge Company now owned and hereafter to be acquired by use of the bonds secured thereby or their proceeds, including this agreement and the rentals to be paid hereunder as herein provided, to secure an issue of bonds of the Bridge Company not to exceed in the aggregate six millions of dollars, at any one time outstanding; and

Whereas, each of the Railway Companies, parties of the second part hereto, desires for the purpose of greater economy and convenience to avail itself of the joint use of the bridge, tracks and transfer facilities to be by the Bridge Company created and operated, and the Bridge Company is willing to perform said transfer service and grant to the Railway Companies the right to use all the facilities of the Bridge Company upon the terms and conditions hereinafter set forth;

Now therefore, the parties hereto do mutually covenant and agree with each other as follows:

ARTICLE I.

The Bridge Company, in consideration of the sums to be paid by the Railway Companies respectively, as hereinafter provided, hereby covenants and agrees with the Railway Companies, and with each of them, as follows:

SECTION 1. That the Bridge Company will proceed with all reasonable dispatch to acquire the necessary land and complete the construction of a bridge across the Ohio River with tracks to connect with the tracks of the Chicago, Burlington & Quincy Railroad Company, at or in the vicinity of Metropolis, Illinois, and to a point of connection with The Nashville, Chattanooga & St. Louis Railway near Paducah, Kentucky; and to construct on land to be acquired, facilities for interchanging traffic and all other facilities that the Railway Companies may require of it except local freight and passenger stations in the City of Paducah; all in accordance with the "Plans" which shall form a part of this agreement.

The Bridge Company will provide, at is own expense, telegraph and telephone lines for its use and that of the Railway Companies.

SECTION 2. That the Bridge Company will, from and after the time when said bridge, railroad and facilities are completed and ready for use, and during the term of this agreement, with its own motive power, employes and facilities, promptly and efficiently haul and transport all cars and traffic received by it from either of the Railway Companies at Metropolis, Illinois, or Paducah, Kentucky. It is understood that said service may be performed either by the Bridge Company or such corporation or other agent as it may arrange with to perform said service on its behalf.

SECTION 3. The Bridge Company will maintain such facilities at all times during said term, in good order, condition and repair, and will protect the same by such insurance against loss or damage as may in its judgment be reasonable, the cost of such insurance being considered a part of the ex-

pense of maintaining and operating said bridge and railroad as hereinafter provided.

SECTION 4. The Bridge Company will not do or omit to do any act the doing or omission of which will operate directly or indirectly to forfeit any of the rights, privileges and franchises acquired under its charter, or howsoever acquired, or which will in any manner impair the value of any of the privileges, rights or property the right to use which is herein granted to the Railway Companies, or to impair its power or ability to perform all its obligations in this contract provided for; and that it will, at the expiration of the present term of its corporate existence, cause the same to be renewed and extended in manner and form as may then be provided by law, and will cause similar renewals and extensions to be made from time to time as the same shall be necessary to maintain during the full term of this agreement and any extensions thereof, the existence and powers with which it is now vested. It will at all times, and from time to time during said term and any extensions thereof, when requested by the Railway Companies, or either of them, put forth and exercise each and every corporate power and do each and every corporate act which the Bridge Company might now or may at any time hereafter lawfully put in force or exercise to enable the Railway Companies and each of them to enjoy and avail themselves of and exercise every right, franchise and privilege herein granted in the proper management and operation of the facilities according to the terms of this agreement.

SECTION 5. The Bridge Company will repay to each Railway Company all sums which shall be paid or advanced to the Bridge Company by such company prior to the date when said facilities shall be ready for use as in Section 11, Article III hereof provided.

SECTION 6. Twenty days prior to the date upon which the Railway Companies are by any provisions of this agreement required to make payments, the Bridge Company will render to each of them a statement showing the amount to be paid.

ARTICLE II.

SECTION 1. Each Railway Company hereby covenants and agrees with the Bridge Company, with the Trustee Company, and with the other Railway Company, as follows, viz.:

The Bridge Company shall, from time to time, fix, publish and collect, reasonable and lawful tolls, charges and compensation for the transportation of freight and passengers and other property over said bridge and railroad and for the use of said facilities by the Railway Companies, and in the event that it becomes impracticable for any reason, for said Bridge Company so to do and the Railway Companies or either of them, may lawfully publish and collect said tolls and charges, then the Railway Companies or either of them shall publish, collect and pay the same over to the Bridge Company.

The Bridge Company covenants and agrees to apply said revenue and pay said tolls, rentals, charges and compensation, received by it, in the following order, to-wit:

1st. To the cost and expense incurred by the Bridge Company during each month in the operation, maintenance and repair of the facilities (after applying to such renewal and repairs any sums which may have been received on account of insurance) and including all salaries, wages, supplies, insurance and rentals and all other expenses whatsoever during such months not otherwise herein expressly provided for.

2nd. To the payment of all taxes, rates, benefits, assessments or other Governmental charges of any kind, upon or on account of said bridge, railroad and facilities.

3rd. To the payment of the interest as it may become due and payable, upon any bonds that shall have been issued and that may be outstanding under said First Mortgage of the Bridge Company.

4th. To any sinking fund or premium payment, payable by said Bridge Company under the terms of its said First Mortgage.

5th. To the payment of dividends on any preferred stock, issued as in Section 5 of this Article provided.

In the event that the revenue received by the Bridge Company from said tolls, charges, rentals and compensation, shall at any time be insufficient to promptly make the payments or any of them, aforesaid, then the Railway Companies shall each pay to the Bridge Company one-half of the remainder necessary and at the time specified, to enable it to make the payments above mentioned.

SECTION 2. On the day when any of said First Mortgage Bonds of the Bridge Company shall become due and payable, either by their terms or by acceleration of payment as provided in the said bonds or in said mortgage, each Railway Company agrees to pay to the Bridge Company, a sum equal to one-half of the principal of said First Mortgage Bonds payable on such date.

SECTION 3. In case either of the Railway Companies shall make default in the payment of any sum which shall be payable by such Railway Company, then the sum which such Railway Company in default failed to pay shall be paid by the other Company, forthwith upon demand of the Bridge Company; or, if the Bridge Company be in default, as hereinafter specified, under its said First Mortgage, then except as to payments under Section 5 of this Article, to the Trustee Company upon its demand.

The obligation of each Railway Company to make the payments specified in this Section is absolute and unconditional.

No termination or suspension of any rights of either Railway Company pursuant to any provision of this agreement, or otherwise, shall limit or affect the obligation of the Railway Company whose rights are terminated or suspended or the obligation of the other Railway Company to pay the said several sums. Each of the Railway Companies agrees that it will make the several payments by it to be made as aforesaid absolutely and unconditionally, without deduction for any set-off or counterclaim or other excuse, during such full term.

Except as provided in Section 4 of this Article II, the several sums payable by each of the Railway Companies under the foregoing provisions of

Section 1 of this Article shall be payable to the Bridge Company or pursuant to its written order, either at the office of the Bridge Company at Paducah, Kentucky, or at any agency or depositary elsewhere to be designated by the Bridge Company by a written notice to each Railway Company, stating the sum to be paid by it and the date and place of payment, which notice shall be given by the Bridge Company to each Railway Company at least ten days prior to the date when such sum shall be payable. Each sum payable to the Bridge Company under any of the foregoing provisions of this section shall be set apart by it upon special trust, to apply the same to the payment of the interest, dividends on preferred stock, or principal of bonds, sinking fund, or other obligations, or the taxes, rates, benefits, assessments or other governmental charges in respect of which such sum became payable hereunder, or to reimburse the Bridge Company to the extent it shall have paid any of said items out of its other funds.

SECTION 4. The sums payable by the Railway Companies under this Article (except under Section 5 of this Article) are hereby assigned to the Trustee under said First Mortgage of the Bridge Company, as additional security under said First Mortgage; provided, however, that if and so long as the Bridge Company shall not be in default in the payment of any interest or principal of any of said First Mortgage Bonds or in the payment of any sinking fund payments under said First Mortgage, the several sums payable by the Railway Companies shall be payable to the Bridge Company and shall be received, collected and applied by it as provided in this agreement.

In case the Bridge Company shall be in default in the payment of any interest or principal of any of its First Mortgage Bonds, or in the payment of any Sinking Fund payments under said First Mortgage, and the Trustee Company or its successor Trustee Company under said First Mortgage, shall have given notice of such default to the Railway Companies, the several sums payable by the Railway Companies under the foregoing provisions of this section during the continuance of such default shall be payable to the Trustee Company or its successor at its main office within ten days after written notice from such Trustee Company. Each sum paid to such Trustee Company or its successor as aforesaid shall be received by it upon special trust to apply the same to the payment of the interest or principal of bonds, sinking fund, or other obligations, or the taxes, rates, benefits, assessments or other governmental charges in respect of which such sum became payable, until the same shall be fully paid or discharged.

SECTION 5. Whenever the Railway Companies shall make any payments to the Bridge Company pursuant to Section 2 of this Article on account of the principal of said First Mortgage Bonds of the Bridge Company, or whenever any payment is made to the sinking fund either by the Bridge Company out of its income or by the Railway Companies pursuant to Section 1 of this Article, then the Bridge Company shall issue and shall deliver to the Railway Companies preferred stock of the Bridge Company to an amount at par equal to the par value of the bonds purchased for the sinking fund in any year. Such preferred stock shall be entitled to receive dividends payable semi-annually at the rate of and limited to 4½% per annum, before any dividends shall be declared on the common stock, and said dividends

shall be cumulative; and on the dissolution of the Bridge Company, whether voluntarily or otherwise, the holders of the preferred stock shall be entitled to have their shares redeemed at par before any distribution of any part of the assets of the Company shall be made to the holders of the common stock. The preferred stock shall not be entitled to a vote.

SECTION 6. No failure of the Bridge Company or of the Trustee Company or its successor to give any notice or to make a demand upon either Railway Company, as in this Article provided, shall affect the obligation of the other Railway Company to make the payments specified in Section 1 of this Article; and in case of a failure to give to either Railway Company notice, as hereinbefore provided, to pay any sum, such notice may be given at any time thereafter and thereupon such sum shall be payable on the tenth day after such notice shall have been given.

Any notice to or demand upon the Railway Companies under this Article may be given by mailing the same addressed to such Railway Company at Paducah, Kentucky, unless such Railway Company shall have given previous notice in writing to the Bridge Company and to the Trustee Company designating some other address to which such notices and demands shall be mailed, in which case they shall be so sent to the address so designated. Any notice or demand so mailed shall be deemed duly served upon the company to which the same was addressed five days after the date when the same was mailed, whether or not such notice was actually received, and no other notice shall be required.

SECTION 7. If either of the Railway Companies shall be required to make any payment under Section 3 of this Article on account of the default of the other Railway Company, then the claims of the Bridge Company against the Railway Company in default shall be held and enforced by the Bridge Company, as Trustee for the Railway Company that made such payment, and the Railway Company so in default shall be liable and shall pay interest at the rate of six per cent. per annum on the sum in default, and any sum or sums received or collected from such Railway Company in default shall be applied to reimburse the Railway Company which made such payment.

The Bridge Company is authorized to make sight drafts against the Railway Companies for any sums remaining unpaid after the same became due and payable under this agreement.

SECTION 8. The accounts for each fiscal year of the Bridge Company shall be revised and any errors or omissions found therein shall be corrected and supplied and all necessary readjustments made within ninety days after the close of such fiscal year, but any error, mistaken estimate or omission in any bill against the Railway Companies shall be adjusted by suitable charges or credits in the first subsequent bill after discovery of such error, mistaken estimate or omission and in any event within six months after the close of such fiscal year.

SECTION 9. The books and accounts of the Bridge Company shall be open for inspection at all reasonable times by the President of each of the Railway Companies, or by such officer or agent as he may appoint to inspect the same. The Auditor of the Bridge Company shall render to the Auditor

of each of the Railway Companies monthly statements showing all business done by the Bridge Company and all business done on the facilities or any part thereof, during the previous month, and, upon demand of either of the Railway Companies, shall furnish to its Auditor promptly such information as such Auditor may require respecting the business and operation of the Bridge Company.

SECTION 10. At the beginning of each fiscal year the Board of Directors of the Bridge Company shall select an Auditing Committee of two members, to be composed of the chief accounting officers of the Railway Companies, to serve for the fiscal year in which they shall be appointed. It shall be the duty of the Auditing Committee to recommend to the Board of Directors from time to time such changes in the form of accounts of the Bridge Company as they may deem necessary or proper. The Auditing Committee shall from time to time make or cause to be made audits and checks of the accounts of the Bridge Company and report to the Board of Directors.

ARTICLE III.

The parties hereto severally covenant and agree with each other as follows:

SECTION 1. The Bridge Company shall have the exclusive management and control of the operation, maintenance, repair and renewal of the facilities and every part thereof, and shall establish rules and regulations governing the operation of trains within and upon the facilities and the use and enjoyment thereof in all other respects; provided, always, that such rules and regulations shall be fair and equitable and shall apply equally and without discrimination to the Railway Companies, parties hereto. The Railway Companies agree to comply, and cause their employes to comply, with such rules and regulations.

SECTION 2. If any employe of the Bridge Company (not including the elective officers) shall be deemed by either of the Railway Companies to be incompetent, negligent or guilty of unfairness or discrimination, or otherwise unfit for the performance of his duties, such Railway Company, through a representative on the Board of Directors of the Bridge Company, shall deliver to the Bridge Company a written demand for the removal of such employe, and thereupon the Bridge Company shall dismiss such employe forthwith.

SECTION 3. The plan, character and cost of the facilities to be created and provided hereunder shall, subject to the provisions of Section 1 of Article I hereof, be determined by the Board of Directors of the Bridge Company.

SECTION 4. In case either of the Railway Companies, parties hereto, shall desire any addition to be made to the facilities of which addition it shall have the exclusive use, the Bridge Company may make such addition and grant the right to such exclusive use upon the following conditions in this Section 4 expressed, but not otherwise, viz.:

(a) The company to which such right of exclusive use of part of facilities shall be granted, shall enter into an agreement with the Bridge Company, and thereby obligate itself (1) to provide the necessary funds re-

quired to construct said additional facilities for its exclusive use, including all improvements thereon, and (2) to pay sums equal to all taxes, rates, levies, benefits, assessments and other governmental charges on the property so to be used exclusively, and (3) to pay all expenses incurred by the Bridge Company in the operation, maintenance, renewal or repair of the property so to be used exclusively. Or, the Bridge Company shall have the option to provide from its funds the necessary cost of such facilities to be exclusively used by either company, in which case said company shall pay a sum equal to five per cent. interest on the cost to be fixed in such agreement, of the portion of the facilities so to be used exclusively, including all improvements thereof, and shall make other payments mentioned in above clauses (2) and (3) hereof, together with its proper proportion of sinking fund payments payable by the Bridge Company. The Bridge Company, in case a Railway Company shall itself provide the funds for such facilities so to be used exclusively, shall have the option at any time thereafter, to purchase such facilities with all improvements thereon, at their fair value.

(b) The other Railway Company not then in default shall have consented in writing to the grant by the Bridge Company of such right of exclusive use and to the period for which the same shall be granted and to the other terms and provisions of such agreement.

SECTION 5. Except when and to the extent required by law, the Bridge Company shall not grant to any other railway company the right to use the said facilities unless each Railway Company not then in default shall consent thereto in writing.

SECTION 6. The Bridge Company, while it is performing said service of transporting freight, passengers, mail and express for the Railway Companies, either itself or by an agent, shall, as to cars, property or passengers in its possession or on its tracks, assume the obligation of a common carrier or connecting railroad company with respect thereto, and the Bridge Company will indemnify the Railway Companies and each of them against all claims, demands, suits and expenses, growing out of the same.

The Bridge Company shall pay, satisfy and discharge all losses, damages, charges, costs, expenses and liabilities (including liabilities for loss or damages to property and injury or death to persons and including loss by embezzlement or other dishonesty of employes), which shall be suffered or incurred by the parties hereto, or by any other corporation or person through or by reason of any negligence, carelessness, misconduct or other fault of the Bridge Company, or of any of its officers, agents, employes or servants, in the management, operation, maintenance, repair, betterment, extension, and renewal of the facilities, or due to any defect in the same, or to causes which cannot be ascertained; and all sums paid by the Bridge Company under this clause shall be included as part of the maintenance and operating expenses as provided for in paragraph 1st of Section 1 of Article II and shall be paid accordingly.

Any claim against the Bridge Company based upon alleged liability, which would be chargeable to the maintenance and operating expenses hereunder, may be settled, compromised or satisfied by the Bridge Company on

such terms as it may deem expedient, either before or after legal proceedings shall have been instituted in respect to such claim, and any sums paid in settlement, compromise or satisfaction of such claim shall be included as a part of said maintenance and operating expenses.

SECTION 7. Any liability or expense imposed upon the Bridge Company by any Employers' Liability or Compensation Law, whether or not resulting from the negligence of the Bridge Company, its officers, servants or agents, or from any failure or defect in the facilities, or from causes which cannot be ascertained, shall be borne by the Bridge Company, and shall be included as part of the maintenance and operating expenses, as provided in Section 1 of Article II hereof, and shall be paid accordingly.

SECTION 8. Each Railway Company shall pay, satisfy and discharge all claims and liabilities for losses, damages, charges, costs and expenses (including liabilities for loss or damage to property and injury or death of persons, and all expenses and liabilities imposed by any Employers' Liability or Compensation Law), suffered or incurred by the Bridge Company or by either Railway Company, or by any other corporation or person, through or by reason of any negligence, carelessness, omission or wrongful act of such Railway Company or of any of its officers, agents, employes or servants.

Whenever loss or damage to their property, passengers or employes shall be sustained by the parties hereto through their joint negligence, then each party so jointly negligent shall bear such loss or damage to its own property, passengers or employes; but loss or damage caused by such joint negligence to other persons or property, or to property, passengers or employes of any one of the parties hereto who shall not have been so jointly negligent, shall be borne equally by the parties so jointly negligent.

SECTION 9. In case said facilities or property of the Bridge Company shall be injured or destroyed by fire or other cause, the Bridge Company shall and will repair and restore or rebuild the same upon substantially the same site and in accordance with plans which shall first have been approved by the President or some other executive officer of each Railway Company not then in default. Such work of repairing and restoring or rebuilding shall be begun as soon as it reasonably may be after such injury or destruction, and shall be prosecuted continuously until completion. Pending such restoration or rebuilding such temporary arrangements as may be practicable shall be made by the Bridge Company for the accommodation of the Railway Companies and there shall be no deductions in any of the payments to be made hereunder by the Railway Companies, by reason of such injury or destruction of said facilities or property of the Bridge Company.

SECTION 10. The Bridge Company shall give to each of the Railway Companies thirty days' notice in writing of the date upon which the facilities will be completed and ready for use hereunder, and each Railway Company agrees that it will, in accordance with this agreement and during the term thereof, transfer all its cars, freight, passengers, mail and express interchanged with the other Railway Company or destined across the Ohio River between the Illinois Central Bridge near Cairo, Illinois, and the mouth of the Cumberland River via said Bridge and facilities, or run over the said

facilities all its trains crossing the Ohio River between said points; provided, however, and it is expressly understood and agreed by and between the parties hereto, that the facilities to be furnished hereunder by the Bridge Company shall at all times be adequate for the accommodation of the business of each Railway Company.

The rights herein granted by the Bridge Company are for the trains of the Railway Companies, and for the trains of any railroad company whose railway shall be at the time leased to and operated by either of the Railway Companies, its successors or assigns, and for the trains of any railroad company, a majority of whose capital stock shall be at the time owned by either of the Railway Companies, its successors or assigns, but do not include the right to use such facilities by or for the trains of any other railroad companies.

SECTION 11. It is expressly understood and agreed that all of the covenants and agreements to be performed by the Railway Companies under this agreement are several and not joint, and in no event shall either of the Railway Companies be liable for any default of the other, except as herein expressly provided.

SECTION 12. The several covenants, conditions and stipulations of this agreement shall be binding upon and inure to the benefit of the respective parties thereto, their successors, lessees and assigns. No assignment by either Railway Company of any interest or right under this agreement, whether in connection with the sale of the assigning Railway Company's railway and other property or otherwise, shall release such assigning Railway Company from any of its obligations under this agreement. If either Railway Company should be consolidated, the consolidated company shall be liable to make all payments and to perform all obligations hereunder which would be obligatory upon each of the constituent companies if such consolidation had not been made.

SECTION 13. If either Railway Company shall fail to pay any sum, payable by it hereunder, on or before the date when the same shall become due, or shall fail to perform or to comply with any other covenant or condition by it to be performed or complied with under this agreement, and such default shall continue for a period of thirty days after written demand for such payment, performance or compliance shall have been made upon such Railway Company by the Bridge Company, then and in any such case the Bridge Company shall have, and is hereby given, the right at its election to exclude such Railway Company from the use of the facilities, and upon giving notice in writing of such election to such Railway Company, all rights of such Railway Company to use the facilities shall then and there, by such notice, be terminated and the Bridge Company may exclude such Railway Company wholly from the facilities; but such termination shall not relieve any party hereto from any liability that may have accrued prior or shall accrue subsequent to the date of such termination or deprive any party of the right to enforce such liability, and such termination of the rights of one of the Railway Companies shall not affect the rights or obligations of the other Railway Company whose rights have not been so terminated.

Nevertheless, if the Railway Company in default, within thirty days after receipt of any statement rendered to it hereunder by the Bridge Company, shall give notice in writing to the Bridge Company that it contests the correctness of any specified item or items in such statement and shall pay to the Bridge Company all sums other than the item or items so specified and also, if demanded by the Bridge Company, shall furnish adequate security for the contested item or items, then so long as such Railway Company in good faith shall contest the correctness of the item or items specified in such notice, the right of the Railway Company to use the facilities shall not be terminated under this section by reason of the failure of such Railway Company to pay in full such item or items so contested. But no such notice, exclusion or termination shall relieve such Railway Company from the payments, to be made by it as in Section 1, 2 and 3, Article II hereof provided; it being agreed and understood, as a part of the consideration for this agreement, that each of the Railway Companies binds itself to make such payments absolutely and at all events.

In case such default of either Railway Company shall be in respect of payment to be made under Sections 1 and 2, Article II, and shall continue for a period of thirty days after written demand for such payment, performance or compliance shall have been made upon such Railway Company by the Bridge Company, then and in any such case the Bridge Company shall, anything herein contained to the contrary notwithstanding, upon request in writing of the Railway Company not in default, exercise the right hereinbefore in this Section 13 given, and wholly exclude such Railway Company so in default from the use of the facilities.

In case either Railway Company shall be excluded from the use of the facilities under this Section 13, such Railway Company shall be entitled, at any time within a period of one year after such exclusion, but no longer, to be reinstated to the use and enjoyment of all the rights and privileges granted to it hereunder upon payment within such year to the Bridge Company of all sums for which it is in arrears, with interest thereon from the date such sums became due, respectively at the rate of six per cent. per annum, together with interest at the rate of six per cent. per annum on the overdue installments of interest and upon compliance with such other conditions and considerations as the Board of Directors of the Bridge Company may impose.

Each of the Railway Companies, not in default, shall be represented by at least two directors on the Board of Directors of the Bridge Company, and during default their offices shall be vacated and directors may be elected by the other directors to fill such vacancy. All of the issued shares of common stock of the Bridge Company shall be deposited with the Trustee Company under a stock trust agreement which shall provide for the forfeiture and transfer of the deposited stock belonging to either company which shall be in default under this agreement and not reinstated as herein provided, and of the deposited stock of its representatives on the Board of Directors of the Bridge Company. Any stock so forfeited shall thereupon become the property of the other Railway Company not then in default. The voting

power and dividend rights on such deposited stock shall be retained by the Railway Company so long as it shall not be in default, and shall be exercised by the Trustee Company as to the stock of the company in default, prior to its transfer to the other Railway Company.

SECTION 14. It is mutually understood and agreed that while each Railway Company shall have the right to arrange its own schedules and time-tables, this right shall be judiciously, fairly and equitably exercised by each so as not to produce unnecessary inconvenience to the other Railway Company. Should a dispute arise between the Railway Companies as to the arrangement of trains, the use of the facilities or the time-table or train schedule of the Railway Companies, the Bridge Company expressly reserves the power to determine and enforce the proper arrangement and order of trains, the proper use of the facilities, and the proper arrangement of such time-tables or train schedules, and to direct the adoption thereof, and, if in its judgment it shall be necessary for the safe and proper conduct of the traffic over and upon the facilities, the Bridge Company shall have the right of regulating or prescribing the rate of speed or movement of trains thereover and thereon.

SECTION 15. If at any time a difference of opinion or dispute shall arise between the Bridge Company and either Railway Company, or between the Railway Companies, in respect to any of the provisions of this agreement, or as to their respective rights, liabilities and duties hereunder, the question so in dispute, if it cannot be settled by the parties themselves, shall be referred to a Board of Arbitration which shall consist of competent and disinterested persons, skilled in such matters and shall be selected as follows: That is to say, each party shall select one arbitrator and the two arbitrators thus chosen shall select a third arbitrator. The party desiring such arbitration shall give written notice of the same to the other party, stating therein definitely the question or questions in dispute, and naming the person selected as arbitrator by the party giving such notice; and thereupon, it shall become and be the duty of the other party, within twenty days after receipt of such written notice to name the arbitrator selected by such other party as above provided; and in the event that it shall fail to do so, then the party serving such notice may select an arbitrator for it, and the arbitrators thus chosen shall select a third arbitrator. In the event that the two arbitrators chosen by either method aforesaid cannot agree upon a third arbitrator, the Judge of the District Court of the United States for the District in which the City of Paducah is located may, upon the application of any one of said arbitrators, appoint the third arbitrator. The Board of Arbitrators, thus constituted, shall give to each of the parties between whom such difference of opinion or dispute shall have arisen, notice of the time and place of hearing, which shall not be less than twenty nor more than thirty days after service of such notice, and at the time and place appointed the said arbitrators shall proceed to the final hearing, unless, for good cause shown, of which the arbitrators, or a majority of them, shall be the judges, such hearing shall be postponed until some later date. The determination of the Board of Arbitrators, so constituted, or a majority of them, shall be

made in writing, and a report thereof delivered to each of the parties between whom such difference of opinion or dispute shall exist, within sixty days from the date of the appointment of the third arbitrator, to be chosen by the said arbitrators or the said judge, unless the parties in dispute shall agree to enlarge the time within which such report may be so rendered; and such determination, when so made, shall be final and conclusive upon the parties in dispute upon the question or questions submitted to such Board. All expenses attending each and every such arbitration shall be borne equally by the parties to the dispute so arbitrated. Arbitration under this Article shall constitute a condition precedent to the institution of any suit or litigation upon any matters herein provided to be arbitrated; provided, however, that no questions or disputes arising under paragraph 2nd, 3rd or 4th of Section 1 or under Section 2 of Article II hereof which shall affect the obligations of the parties to make the payments therein provided for or the rights of the Trustee or bondholders shall be the subject of arbitration.

ARTICLE IV.

This agreement is hereby transferred and assigned to the Trustee Company under said First Mortgage of the Bridge Company by way of further security for the bonds issued under and secured by said mortgage and such other bonds as may be issued in accordance with the terms hereof, and it is hereby covenanted and agreed by and between the parties hereto that this agreement is subject to the lien of said First Mortgage, and that said Trustee Company shall have the right and power in its own discretion to enforce and require the enforcement of any and every covenant herein contained, the breach of which may in its judgment affect or impair the rights or security of said Trustee Company or the bondholders represented by it; and the Bridge Company hereby expressly agrees to protect and hold said Trustee Company harmless from every expense, liability, claim, charge, action or demand which might impair the validity of this agreement, the right or security of said Trustee Company or the bondholders represented by it or which may be incurred by said Trustee Company in protecting its rights and security and those of the bondholders represented by it; and it is expressly understood and agreed that said Trustee Company, in exercising the powers conferred by this Article IV, shall not in any manner be responsible or liable for any act, default or misconduct of any officer, agent or other person employed by the Trustee Company, except for wilful default or misconduct.

Except when otherwise indicated, the words "Trustee Company" or any other equivalent term, as used in this agreement, are intended and shall be held to designate the Trustee Company under the said First Mortgage of the Paducah & Illinois Railroad Company and any successor Trustee Company under said First Mortgage, and such successor Trustee Company shall have and is hereby granted the respective rights hereunder of the Trustee Company named in said First Mortgage.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents thereunto duly au-

thorized and their respective corporate seals to be hereto affixed and attested by their respective Secretaries, the day and year first above written.

Executed in four original counterparts.

[SEAL] Paducah & Illinois Railroad Company,
Attest: *By* HALE HOLDEN,
H. W. WEISS, *Ass't Secretary.* *President.*

[SEAL] The Nashville, Chattanooga & St. Louis Railway,
Attest: *By* JNO. HOWE PEYTON,
T. A. CLARKSON, *Secretary.* *President.*

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Attest: *By* HALE HOLDEN,
H. W. WEISS, *Ass't Secretary.* *President.*

[SEAL] Union Trust Company,
Attest: *By* F. H. RAWSON,
R. F. CHAPIN, *Secretary.* *President.*

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Paducah & Illinois Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Paducah & Illinois Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by H. W. Weiss, Ass't Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Paducah & Illinois Railroad Company.

I do further certify that H. W. Weiss, with whom I am personally acquainted and to me known to be the Ass't Secretary of said Paducah & Illinois Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 28th day of November, 1914.

[SEAL] W. S. BURLEY,
Notary Public in and for the County of
My Commission expires Oct. 5, 1918. Cook, State of Illinois.

STATE OF TENN. } ss.
COUNTY OF DAVIDSON. }

I, W. Edgar McFarland, a Notary Public in and for the State and County aforesaid, do hereby certify that Jno. Howe Peyton, as President of the above named The Nashville, Chattanooga & St. Louis Railway, personally

known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the county aforesaid, and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said The Nashville, Chattanooga & St. Louis Railway and as his own free and voluntary act as such President for the uses and purposes therein set forth, that he has affixed the corporate seal of said Railway and has caused the same to be duly attested by T. A. Clarkson, Secretary of said Railway; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said The Nashville & St. Louis Railway.

I do further certify that T. A. Clarkson, with whom I am personally acquainted and to me known to be the Secretary of said The Nashville, Chattanooga & St. Louis Railway, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the county aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 8th day of December, 1914.

[SEAL] W. EDGAR MCFARLAND,

Notary Public in and for the County of

My Commission expires July 18, 1918. Davidson, State of Tennessee.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Chicago, Burlington & Quincy Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by H. W. Weiss, Ass't Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Chicago, Burlington & Quincy Railroad Company.

I do further certify that H. W. Weiss, with whom I am personally acquainted and to me known to be the Asst. Secretary of said Chicago, Burlington & Quincy Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 28th day of November, 1914.

[SEAL] W. S. BURLEY,

Notary Public in and for the County of

My Commission expires Oct. 5th, 1918. Cook, State of Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

I, J. D. Matthews, a Notary Public in and for the State and County aforesaid, do hereby certify that F. H. Rawson, as President of the above named Union Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Union Trust Company, and as his own free and voluntary act as such President, for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by R. F. Chapin, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Union Trust Company.

I do further certify that R. F. Chapin, with whom I am personally acquainted and to me known to be the Secretary of said Union Trust Company whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this nineteenth day of December, 1914.

[SEAL] J. D. MATTHEWS,
Notary Public in and for the County
My Commission expires December 5th, 1917. and State aforesaid.

SUPPLEMENTAL AGREEMENT, July 1, 1915, between Paducah & Illinois Railroad Company of the first part, The Nashville, Chattanooga & St. Louis Railway and Chicago, Burlington & Quincy Railroad Company of the second part, and Union Trust Company as Trustee of the third part. Relating to construction and operation of a bridge across the Ohio River at or near Metropolis, Illinois, the construction of connecting tracks, and a line connecting with The N. C. & St. L. Ry. near Paducah, Ky.

Supplemental Agreement, made this first day of July, 1915, by and between Paducah & Illinois Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky (hereinafter called the Bridge Company), party of the first part, The Nashville, Chattanooga & St. Louis Railway, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, and Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter sometimes called the Railway Companies, parties of the second part, and Union Trust Company, of Chicago, Illinois, a corporation of the State of Illinois, the corporate trustee under the first mortgage of the Bridge Company hereinafter mentioned (hereinafter called the Trustee Company), party of the third part.

Whereas, the parties hereto on the first day of September, 1914, executed an agreement relating to the construction and operation of a bridge across the Ohio River, at or near Metropolis, Illinois, and the construction of a railroad connecting said bridge with The Nashville, Chattanooga & St. Louis Railway near Paducah, Kentucky, with terminal and interchange facilities; and,

Whereas, the said agreement contemplated the making and delivery of a First Mortgage by the said Bridge Company covering its bridge, railroad terminal and other facilities then owned, or thereafter acquired by use of the bonds to be issued under said mortgage, including said agreement and the rentals to be paid thereunder, to secure an issue of bonds of the Bridge Company not to exceed in the aggregate six millions of dollars, and which said bonds should draw interest at the rate of four and one-half per cent. (4½%) per annum, and to be dated September 1, 1914, and to mature September 1, 1954, and to be extinguished on or before said date of maturity by annual contributions to a sinking fund beginning September 1, 1920; but which said First Mortgage has not been executed or any bonds issued and sold thereunder; and,

Whereas, said agreement of September 1, 1914, among other things, contemplated that each of the Railway Companies in return for any payments to the Bridge Company on account of the principal of said First Mortgage bonds, or whenever contributions are made from the sinking fund, either by the Bridge Company or by the Railway Companies, the Bridge Company should issue and deliver to the Railway Companies preferred stock in amount equal at par to such payments, which said preferred stock should be entitled to receive dividends payable semi-annually at the rate of, and limited to 4½% per cent. per annum, before any dividends should be declared on the common stock; and,

Whereas, since the execution of said agreement of September 1, 1914, it has been determined that the authorized amount of the bonds that may be issued under said First Mortgage shall be increased to seven million dollars, and the same shall also be jointly and severally guaranteed, as to principal and interest and Sinking Fund payments, by the Railway Companies by causing their guaranty to be placed on each of the bonds to be issued under said First Mortgage as hereinafter provided;

Now, Therefore, in consideration of the premises and of the covenants and agreements hereinafter set forth, it is agreed between the parties hereto as follows:

SECTION 1. It is agreed that each of the Railway Companies, in the event that the revenue received by the Bridge Company from the tolls, charges, rentals and compensations for the use of its bridge, railroad and property shall be insufficient to make the payments as provided in Article II, Section 1, of said agreement of September 1, 1914, each of the Railway Companies shall pay to the Bridge Company one-half the remainder necessary, including interest at the rate of 4½ per cent. per annum, on the bonds issued, or to be issued under said First Mortgage of the Bridge Company to an amount not exceeding seven millions of dollars at any one time outstanding and including contributions to the sinking fund payable to said

Bridge Company, and also the payment of dividends on any preferred stock issued by the Bridge Company, at the rate of 4½ per cent. as provided in said agreement of September 1, 1914, and shall pay one-half the principal of said bonds in accordance with Section 2 of said Article II thereof in such increased amount now authorized. It is further agreed that Section 5 of Article II of said agreement of September 1, 1914, providing, among other things, that "the Bridge Company shall issue and shall deliver to the Railway Companies preferred stock of the Bridge Company to an amount at par equal to such payment" (referring to any payments on account of the principal of the First Mortgage Bonds of the Bridge Company, or to the sinking fund created for said bonds), shall be amended so that in case any Bonds are paid or retired at a premium of not more than 2½%, the Railway Companies shall receive preferred stock at par equal only to the par of said bonds.

SECTION 2. It is hereby agreed between the parties hereto, for the benefit of each and all the present or future holders of all the bonds to be issued, or reissued or exchanged under or as provided in the First Mortgage of the Bridge Company, dated July 1, 1915, to Union Trust Company as Trustee, as follows:

The Railway Companies, for a valuable consideration, shall and will jointly and severally guarantee the payment by the Bridge Company of both the interest and principal of all and every of the said bonds, whether in temporary or definitive form, according to their tenor, by causing their guaranty to be placed on each of their said bonds to be issued, or reissued or exchanged, under or as provided in the said First Mortgage, substantially in the form following:

The Nashville, Chattanooga & St. Louis Railway, and Chicago, Burlington & Quincy Railroad Company, for value received, do hereby, jointly and severally, unconditionally guarantee to the holder of the within bond the payment of the principal thereof and of the indebtedness represented thereby, and of the interest on the said bond and indebtedness and of all sums payable to the Sinking Fund provided for in said First Mortgage, as such principal and the installments of the said interest and Sinking Fund payments shall respectively become due; and in case of the failure of the Bridge Company punctually to make payment of either the principal or the interest and Sinking Fund payments as the same shall become due, do hereby jointly and severally agree punctually to make such payments.

In Witness Whereof the said guarantor companies have caused their respective corporate names and the signatures or the engraved facsimile signatures of their respective presidents or vice-presidents to be hereunto affixed and this guaranty to be countersigned on behalf of each of them by Union Trust Company, their agent duly appointed for that purpose.

The Nashville, Chattanooga & St. Louis Railway,

By.....

President.

Chicago, Burlington & Quincy Railroad Company,

By.....

President.

Countersigned on behalf of each of the above Railway Companies by the undersigned Union Trust Company as its agent, which hereby certifies that by agreement in writing dated July 1st, 1915, deposited with the undersigned simultaneously with the delivery to it of said First Mortgage, and signed by the Railway Companies whose engraved signatures are attached to the foregoing guaranty, it is provided as follows:

The Railway Companies adopt respectively the engraved signatures to the guaranty upon the First Mortgage bonds of the Bridge Company to be issued under the mortgage dated July 1, 1915, and authorize Union Trust Company to countersign said guaranty on behalf of each of the Railway Companies, and its counter signature of any guaranty shall be conclusive evidence of the validity and due execution thereof by each of the Railway Companies.

Union Trust Company,
Agent,
By.....
Vice President.

The Railway Companies adopt respectively the engraved signatures to the guaranty upon the First Mortgage bonds of the Bridge Company to be issued under the mortgage dated July 1, 1915, and authorize Union Trust Company to countersign said guaranty on behalf of each of the Railway Companies, and its counter signature of any guaranty shall be conclusive evidence of the validity and due execution thereof by each of the Railway Companies.

The Railway Companies and each of them assent to all the terms and conditions of the said bonds, and of the said First Mortgage, and hereby waive presentation or demand of any of the said bonds and of any interest coupons, and waive protest of the said bonds and of any interest coupons, and waive notice of presentation, demand and protest, and of any sale of the mortgaged premises or other trust estate in pursuance of the said First Mortgage, whether by the Trustee thereunder or in judicial proceedings. The obligations of the Railway Companies shall not be affected by any action taken under the said First Mortgage in the exercise of any right or power thereby conferred or by any failure or omission on the part of the Trustee under the said First Mortgage to enforce any rights given thereunder or conferred thereby, or by any failure or omission on the part of the holder of any of the said bonds to enforce any right of such bondholder against the Bridge Company or any successor corporation, or by any action of the Trustee under the said First Mortgage, or of any bondholder against the Bridge Company or any successor corporation under the said bonds or the said First Mortgage, or by any action of the Trustee or of any bondholder in granting indulgence to the Bridge Company or any successor corporation, or in waiving defaults on the part of the Bridge Company or any successor corporation under the said bonds or the said First Mortgage; and no proceedings taken for the enforcement of the said First Mortgage or for the sale thereunder of the mortgaged premises or trust estate shall affect the obligations of the Railway Companies or any of them.

This agreement of guaranty may be enforced directly by the holders of the said bonds, as well as by the Trustee and its respective successors in the trust under the said First Mortgage, from time to time as often as occasion may arise; and only for the purposes of this Section 2, the said Trustee is made a party to and has executed this agreement, and the Trustee shall not be considered or held to be a party to any of the agreements contained in the other sections of this agreement. The provisions of this Section 2 shall not be subject to modification or change, anything in this supplemental agreement to the contrary notwithstanding.

SECTION 3. The sums payable by the Railway Companies under this supplemental agreement and this agreement itself, are hereby assigned to the Union Trust Company, Trustee, under said First Mortgage of the Bridge Company, as additional security on said mortgage; subject, however, to the provisions of said original agreement of September 1, 1914, except as herein modified.

SECTION 4. It is further agreed that Section 5 of Article II of said Agreement dated September 1, 1914, be amended by striking out the words "to such payment" in the first and second lines of page 9, and substituting therefor the words "to the par value of the bonds purchased for the Sinking Fund in any year."

SECTION 5. Except as changed herein, all the provisions of said original agreement of September 1, 1914, between the parties hereto, are in all respects ratified and confirmed as and for the agreements of the respective parties hereto, and said original agreement and this supplemental agreement shall be in effect for the term of forty years from July 1st, 1915.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents thereunto duly authorized and their respective corporate seals to be hereto affixed and attested by their respective Secretaries, the day and year first above written.

[SEAL] Paducah & Illinois Railroad Company,
Attest: *By* HALE HOLDEN,
J. H. AMBROSE, *President.*
Secretary.

[SEAL] The Nashville, Chattanooga & St. Louis Railway,
Attest: *By* JNO. HOWE PEYTON,
T. A. CLARKSON, *President.*
Secretary.

[SEAL] Chicago, Burlington & Quincy Railroad Company,
Attest: *By* HALE HOLDEN,
T. S. HOWLAND, *President.*
Secretary.

[SEAL] Union Trust Company,
Attest: *By* F. H. RAWSON,
R. F. CHAPIN, *President.*
Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, W S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Paducah & Illinois Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Paducah & Illinois Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by J. H. Ambrose, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Paducah & Illinois Railroad Company.

I do further certify that J. H. Ambrose, with whom I am personally acquainted and to me known to be the Secretary of said Paducah & Illinois Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 23rd day of December, 1915.

My Commission expires Oct. 4, 1918.

[SEAL] W. S. BURLEY,
Notary Public in and for the County of Cook,
State of Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Jno. Howe Peyton, as President of the above named The Nashville, Chattanooga & St. Louis Railway, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the county aforesaid, and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said The Nashville, Chattanooga & St. Louis Railway and as his own free and voluntary act as such President for the uses and purposes therein set forth, that he has affixed the corporate seal of said Railway and has caused the same to be duly attested by T. A. Clarkson, Secretary of said Railway; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said The Nashville, Chattanooga & St. Louis Railway.

I do further certify that T. A. Clarkson, with whom I am personally acquainted and to me known to be the Secretary of said The Nashville, Chattanooga & St. Louis Railway, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in

the county aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 23rd day of December, 1915.

My Commission expires Oct. 4, 1918.

[SEAL] W. S. BURLEY,
Notary Public in and for the County of Cook,
State of Illinois.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, as President of the above named Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Chicago, Burlington & Quincy Railroad Company,, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by T. S. Howland, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Chicago, Burlington & Quincy Railroad Company.

I do further certify that T. S. Howland, with whom I am personally acquainted and to me known to be the Secretary of said Chicago, Burlington & Quincy Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 23rd day of December, 1915.

My Commission expires Oct. 4, 1918.

[SEAL] W. S. BURLEY,
Notary Public in and for the County of Cook,
State of Illinois.

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, Harry L. Rickard, a Notary Public in and for the State and County aforesaid, do hereby certify that F. H. Rawson, as President of the above named Union Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Union Trust Company, and as his own free and voluntary act as such President, for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by R. F. Chapin, Secretary of said

Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Union Trust Company.

I do further certify that R. F. Chapin, with whom I am personally acquainted and to me known to be the Secretary of said Union Trust Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal this 24th day of December, 1915.

My Commission expires April 11th, 1916.

[SEAL]

HARRY L. RICKARD,
Notary Public in and for the County and State aforesaid.

EXHIBIT 3

STOCK TRUST AGREEMENT, July 1, 1915, between The Nashville, Chattanooga & St. Louis Railway, and Chicago, Burlington & Quincy Railroad Company, of the first part, Union Trust Company, Trustee, of the second part, and Paducah & Illinois Railroad Company of the third part, relating to stock of the Paducah & Illinois Railroad Company.

An Agreement, Made this 1st day of July, 1915, between The Nashville, Chattanooga & St. Louis Railway, a corporation of the State of Tennessee, and Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois (hereinafter called the Railway Companies) parties of the first part; Union Trust Company, a corporation of the State of Illinois (hereinafter called the Trustee), party of the second part; and Paducah & Illinois Railroad Company, a corporation of the State of Kentucky (hereinafter called the Bridge Company), party of the third part.

Whereas, the Bridge Company is about to execute and deliver to the Trustee a certain mortgage or deed of trust to secure an issue of not exceeding $7,000,000 in face amount of first mortgage bonds of the Bridge Company, which mortgage or deed of trust is substantially of the tenor of Exhibit A hereto attached; and

Whereas, each Railway Company has acquired and owns an equal number of shares, to wit, fifty (50) shares of the par value of $100 each of the common stock of the Bridge Company, and the Railway Companies have entered into an operating agreement with the Bridge Company, and with the Trustee, dated September 1, 1914, with an agreement supplemental thereto of this date, substantially of the tenor of Exhibit B hereto attached, whereby, among other things, the Bridge Company has granted to the Railway Companies, severally, the right to use its proposed bridge across the Ohio River at or near Metropolis, Illinois, and the railroad and railroad facilities to be constructed or otherwise acquired by the Bridge Company between said bridge and the City of Paducah, Kentucky, as well as certain terminal properties to be acquired by the Bridge Company in and about

the City of Paducah, as set forth in said Exhibit B, (which bridge, railroad, facilities and property are hereinafter called the Bridge property), and each Railway Company, as an inducement to the execution by the other Railway Company of the agreement composing said Exhibit B, and in consideration thereof, and for other valuable considerations, has agreed with the other Railway Company, to execute these presents, and to assign and transfer, or to cause to be assigned and transferred, to the Trustee all said shares of the common stock of the Bridge Company acquired by such Railway Company, (except directors' qualifying shares certificates for which, endorsed in blank for transfer, are also to be deposited with the Trustee, hereunder), for the purpose of securing the due and punctual performance of this agreement, and of such operating agreement, and agreement supplemental thereto, Exhibit B; *now therefore*, it is mutually agreed by and between the parties hereto, as follows:

ARTICLE I.

SECTION 1. This agreement shall be executed by the parties hereto in quadruplicate, one of which shall be delivered to each of the said parties.

Each Railway Company forthwith will deliver, or cause to be delivered, to the Trustee certificates in the name of the Trustee, or duly endorsed in blank for transfer, representing fifty (50) shares of the common stock of the Bridge Company.

Out of the shares of stock so delivered to the Trustee by each Railway Company, the Trustee will cause the minimum number of shares, necessary to qualify two Directors of the Bridge Company, to be transferred into the names of the persons designated in writing by each Railway Company, as its nominees to act upon the Board of Directors of the Bridge Company and a like number of shares necessary to qualify one Director to be transferred to the person designated in writing by both railway companies as their joint nominee, and shall cause the remainder of said shares deposited with the Trustee to be transferred upon the books of the Company into the name of the Trustee, as trustee for such company so delivering the same, subject to the provisions of this agreement.

Each Railway Company hereby assigns and transfers to the Trustee the shares of stock of the Bridge Company represented by such certificates so to be delivered by it to the Trustee; and the Trustee, subject to the terms and conditions of this agreement, shall have and be entitled to exercise all the rights and powers of a stockholder in respect of said shares, other than said Directors' qualifying shares.

All said shares of stock of the Bridge Company so to be delivered to the Trustee shall be held by the Trustee in trust for the purposes and upon the terms and conditions herein expressed, until delivered, transferred or surrendered by the Trustee as herein provided.

SECTION 2. No additional shares of common stock shall be issued by the Bridge Company except with the consent in writing of each Railway Company. Whenever, and as often as the Bridge Company shall issue additional shares of common stock, the shares of such additional stock, in equal amounts, shall be offered to each Railway Company not then in default

under this agreement, or under said agreements Exhibit B; and each Railway Company agrees to subscribe and pay for such additional stock upon such terms as may be agreed upon, or default of such agreement, on such terms as may be fixed and determined by the Board of Directors of the Bridge Company; to the end that the interest of each Railway Company not in default, represented by its ownership of shares of common stock of the Bridge Company, shall at all times be equal; and any and all shares of additional stock so subscribed and paid for shall forthwith be delivered and transferred to the Trustee, and all the terms and provisions of this agreement shall apply thereto, to the same extent as the stock of the Bridge Company now owned by the Railway Companies and transferred to the Trustee under this agreement.

SECTION 3. Nothing in this agreement contained shall affect the right of the Bridge Company to issue its preferred stock, provided that such stock shall have no voting power. The Bridge Company shall have the right to issue, and the Railway Companies, their successors and assigns, to hold, receive, possess, transfer or dispose of, such preferred stock, and such stock may provide for a preference over the common stock as to assets and as to dividends, at such rate as the Bridge Company may choose, and the dividends thereon may be made cumulative, it not being intended by this instrument to impose any restrictions upon the amount, form, effect, possession or transfer of any preferred stock issued by the Bridge Company, except that no voting power shall attach to any preferred stock so issued.

ARTICLE II.

SECTION 1. Each Railway Company covenants and agrees to and with the other Railway Company, as follows:

(a) To execute said agreement supplemental to the operating agreement substantially in the form shown in Exhibit B;

(b) To pay promptly when due every sum of money that may become payable by it under said agreements Exhibit B, and to conform and comply with all the terms, covenants and provisions of said agreements;

(c) From time to time, upon demand of the Trustee, to pay one-half of the expenses of the Trustee hereunder, including the reasonable compensation of the Trustee and all expenses that may be incurred in preserving the pledged stock and of defending and enforcing the rights and interests of the parties hereto in respect of said stock or under this agreement; and also, to the same extent, to indemnify the Trustee against all damage and liability while acting hereunder, and also from time to time, upon demand of the Trustee, to pay the taxes, if any, assessed upon the stock pledged by such Railway Company hereunder and then held by the Trustee.

SECTION 2. The By-laws of the Bridge Company shall be made to conform with the provisions of this agreement and of said Exhibit B, and when so made they shall not be thereafter changed with respect thereto except by the unanimous vote of the Board of Directors of the Bridge Company.

SECTION 3. Exhibit B, as used herein, shall be deemed to include the said agreements as originally executed and as they may subsequently be

amended or modified by the parties thereto, as therein provided. The expression, the Railway Companies, shall include the Railway Companies and each of them, parties of the second part to this agreement; and also such of the successors of the Railway Companies as shall succeed to the rights and privileges granted by said agreements Exhibit B, and shall become bound by their obligations; *provided*, that no such successor railway company shall have any beneficial interest in the common stock of the Bridge Company, pledged by its predecessor under this agreement, until such successor railway company shall have become a party to this agreement.

ARTICLE III.

SECTION 1. In case either of the Railway Companies shall make default in the payment of any sum which shall be payable by it under this agreement, then the Railway Company so in default shall be liable to pay interest upon such sum, at the rate of six per cent. per annum, from the due date for such payment, until such sum shall be fully paid.

SECTION 2. In case either of the Railway Companies shall be in default in respect to any payment to be made under the agreements as shown in said Exhibit B, or under this agreement, or in the performance of any of its covenants or agreements therein or herein contained, then until such Railway Company shall have paid such sum, with interest as aforesaid, and shall have complied with such covenants or agreements, the other Railway Company not then in default shall be entitled to vote upon the shares transferred to the Trustee by the Railway Company in default, then held by the Trustee hereunder, at all meetings of the stockholders of the Bridge Company, for the election of Directors, and for all other purposes, and the Trustee shall execute and deliver to the Railway Company not then in default a power of attorney appointing such Railway Company, or any person or persons, who may be designated by such Railway Company in writing, the attorney, agent and proxy of the Trustee, with power of substitution, to vote upon such shares at all meetings of stockholders of the Bridge Company.

SECTION 3. If either of the Railway Companies shall be excluded from the use of the Bridge property, as provided in the agreements shown in Exhibit B and particularly in Section 13 of Article III of the agreement dated September 1, 1914, the Trustee shall thereafter hold the shares transferred to it by the Railway Company so excluded from the use of the Bridge property, for the use and benefit of the other Railway Company, which may then be entitled, under the provisions of the agreements composing Exhibit B, to use and enjoy the Bridge property; and each of the Railway Companies hereby agrees with the Trustee, and with the other Railway Company, to release and relinquish to the Trustee all further right, title or interest in or to its said shares, and that this instrument shall operate as a release and relinquishment thereof in the event that it shall be excluded from the use of the Bridge property as aforesaid, and consents and requests that the Trustee shall thereafter hold said shares, under the terms of this instrument, for the use and benefit of the other Railway Company which may then be entitled to use the Bridge property under the terms of the agreements in

Exhibit B; *provided* that of either of the Railway Companies, after being excluded from the use of the Bridge property, as provided in the agreements in Exhibit B, and particularly in Section 13 of Article III of the agreement of September 1, 1914, shall be reinstated and become entitled to use the Bridge property, as therein provided, the Trustee shall thereafter, and so long as such Railway Company shall be entitled to use the Bridge property under said agreements composing Exhibit B, hold the shares of stock transferred to it by such Railway Company under the terms of this agreement, in the same manner and to the same extent as though such company had never been excluded from the use of the Bridge property.

SECTION 4. If either of the Railway Companies shall be excluded from the use of the Bridge property, as provided in the agreements in Exhibit B, and particularly in Section 13 of Article III of the agreement of September 1, 1914, and upon the delivery to the Trustee of a written notice of such exclusion, signed by the President or one of the Vice-Presidents of the Bridge Company, the Trustee shall thereupon forthwith cause to be transferred into its own name, as Trustee under this agreement, the share or shares of stock deposited with the Trustee and standing in the name of the persons who are then the nominees and representatives of such excluded Railway Company on the Board of Directors of the Bridge Company; and the Trustee thereafter shall hold such share or shares of stock, under the terms of this instrument, for the use and benefit of the other Railway Company which may then be entitled to use the Bridge property, under the terms of Exhibit B; *provided* that if such excluded company shall be reinstated and again become entitled to use the Bridge property, as in Exhibit B provided, such Directors' shares shall be again transferred to the names of the nominees of the Railway Company, so reinstated, and the certificate representing such shares shall be by them endorsed in blank, for transfer, and deposited with the Trustee to be held by it under this agreement.

SECTION 5. In the event that the Directors of the Bridge Company shall elect new Directors to take the place of those theretofore representing the excluded Railway Company, the Trustee shall cause the necessary number of shares formerly belonging to the excluded Railway Company to be registered in the name of the new Directors, that they may be properly qualified, and the certificate representing such shares shall be by them endorsed in blank, for transfer, and deposited with the Trustee to be held by it under this agreement.

ARTICLE IV.

SECTION 1. Each Railway Company, if and so long as it shall not be in default in making payment of any sum by it payable under said agreements in Exhibit B, or under this agreement, or in the performance of any of the covenants and agreements therein or herein contained, shall be entitled to receive from the Trustee all dividends received or collected by the Trustee upon the shares transferred by such Railway Company to the Trustee, and then held by the Trustee hereunder; and, from time to time, at the written request of the Railway Company not then in default, the Trustee shall deliver to such Company proper dividend orders, addressed to the Bridge

Company, directing the payment to such Company of the dividends to which it is so entitled; and the Trustee shall pay over to such Railway Company all such dividends that shall be collected or received by the Trustee upon such shares; but if and so long as either Railway Company shall be in default as aforesaid, any dividends upon the shares of stock of the Bridge Company, transferred by such defaulting Railway Company to the Trustee, which may be received by the Trustee during such default, shall forthwith be paid over, by the Trustee to the Railway Company not then in default; *Provided,* that if either of the Railway Companies, after being excluded from the use of the Bridge property, as provided by the terms of Exhibit B, and particularly in Section 13 of Article III of the agreement of September 1, 1914, shall be reinstated and become entitled to use the Bridge property as therein provided, such dividends shall upon such reinstatement be refunded to the Railway Company so reinstated by the other Railway Company which received them, but without interest for the period before such reinstatement.

SECTION 2. Each Railway Company, if and so long as it shall not be in default in making payment of any sum by it payable under said agreement in Exhibit B, or under this instrument, or in the performance of any of its covenants or agreements therein or herein contained, shall be entitled to vote at all meetings of the stockholders of the Bridge Company for the election of Directors, and for all other purposes not inconsistent herewith, upon all the shares of stock of the Bridge Company transferred by such Railway Company to the Trustee, and then held by the Trustee; also upon the shares of stock of the Bridge Company transferred to the Trustee and then held by the Trustee for the use and benefit of the Railway Company then entitled to the use of the Bridge property, as provided in Article III hereof; and the Trustee, from time to time, shall execute and deliver to such Railway Company, not in default, a power of attorney appointing such Railway Company, or any person or persons who may be designated in writing by such Railway Company, the attorney, agent and proxy of the Trustee, with power of substitution, to vote upon such shares at all meetings of the stockholders of the Bridge Company held within ninety days after the date of such power of attorney; provided, however, that any such power of attorney shall be canceled and terminated by the execution and delivery by the Trustee of any power of attorney under the provisions of Section 2 of Article III of this agreement, and shall also be terminated as to either Railway Company by the exclusion of such Railway Company from the use of the Bridge property, as provided in the agreements composing Exhibit B, and particularly in Section 13 of Article III of the agreement of September 1, 1914; and such power of attorney shall also be canceled and terminated and a new power of attorney shall be issued by the Trustee in favor of the Railway Company which, during such period of ninety days, shall make good all defaults previously existing.

ARTICLE V.

This agreement may be terminated or modified at any time by an instrument in writing executed by each Railway Company not then in default;

but unless so terminated, this agreement shall continue in force so long as said agreements in Exhibit B shall remain in force. In case of any such termination of this agreement, the Trustee shall retransfer and redeliver to each Railway Company not then in default any shares of stock of the Bridge Company transferred by it to the Trustee, and it shall also transfer and deliver to the Railway Company not then in default any shares then held by the Trustee for the use and benefit of such Railway Company under Article III hereof, upon payment by such Railway Company of all sums by it payable, under said agreements in Exhibit B and under this agreement, to the Bridge Company.

ARTICLE VI.

The Trustee has become party to these presents only for the purpose of signifying its acceptance of the trusts hereunder; the Bridge Company has become a party to these presents to signify its assent to the provisions of Section 2 of Article I and Section 2 of Article II hereof; it being understood that this agreement is made for the purpose of furnishing to each Railway Company security for the performance by the other Railway Company of its covenants and agreements contained in said agreements composing Exhibit B, and in this instrument, and that the provisions of this agreement shall in no manner impair or affect any of the terms, conditions or provisions of said mortgage or deed of trust for the benefit of the trusts thereunder, or of the holders of the bonds thereby secured, or any of the terms, conditions or provisions of said agreements in Exhibit B.

ARTICLE VII.

Any demand, request, notice, designation or selection to be made by the Railway Companies, or either of them, or by the Bridge Company, under any provision hereof, shall be sufficiently given and served when signed by the President or a Vice President, or by the Chairman of the Executive Committee, or by the Comptroller, or Secretary or an Assistant Secretary of the Company in whose behalf the same shall purport to be made, and delivered to or served upon any one of such officers of the other Railway Company or of the Bridge Company.

ARTICLE VIII.

SECTION 1. The Trustee, or any successor trustee, may resign and be discharged from the trusts created by this agreement, by giving to each Railway Company notice in writing of such resignation, specifying the date when such resignation shall take effect. Such resignation shall take effect from the date specified in such notice, unless previously a successor trustee shall be appointed, as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee. The Trustee, or any successor trustee, at any time may be removed from the trusteeship by the Railway Companies or Company not then in default, by an instrument in writing duly signed by them or it, or by their or

its attorneys duly authorized. Upon removal, the Trustee so removed shall be entitled to the payment of its reasonable charges for the services rendered by it, and the expenses incurred by it in the management of the trust.

SECTION 2. In case, at any time, a vacancy shall exist in the trusteeship hereunder, from whatever cause arising, the Railway Companies or Company not then in default may, by written appointment under their or its respective hand, appoint a new trustee or successor trustee; the appointment of a new trustee or successor trustee, as herein provided, shall be effectual to vest in such trustee so appointed the appropriate authority, rights, powers and duties herein provided in that behalf; and in every case of resignation by a trustee, or of removal of a trustee, the Trustee so resigning or removed shall, at the request of either of the Railway Companies or of Trustee so appointed, assign, transfer and deliver to such successor Trustee all moneys, shares of stock, rights, contracts, choses in action, evidences of indebtedness and all other matters or things then held by it as Trustee under this agreement.

The word "default" wherever it occurs in this agreement shall be construed to mean a default hereunder or under said agreements composing Exhibit B.

In witness whereof, each of the parties hereto has caused these presents to be signed by its President, or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, the day and year first above written.

The Nashville, Chattanooga & St. Louis Railway,
[SEAL] *By* JNO. HOWE PEYTON,
Attest: *President.*
T. A. CLARKSON,
Secretary.

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN,
Attest: *President.*
T. S. HOWLAND,
Secretary.

Union Trust Company,
[SEAL] *By* F. H. RAWSON,
Attest: *President.*
R. F. CHAPIN,
Secretary.

Paducah & Illinois Railroad Company,
[SEAL] *By* HALE HOLDEN,
Attest: *President.*
J. H. AMBROSE,
Secretary.

EXHIBIT 4

TRUST MORTGAGE, July 1, 1915, Paducah & Illinois Railroad Company to Union Trust Company, Trustee.

This Indenture, dated this 1st day of July, in the year one thousand nine hundred and fifteen, by and between Paducah & Illinois Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, hereinafter for convenience styled the Bridge Company, party of the first part, and Union Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter for convenience styled the Trustee, party of the second part,
Witnesseth that:

Whereas, the Bridge Company desires to borrow money to pay for the acquisition of necessary real estate and construction of a bridge across the Ohio River at or in the vicinity of Metropolis, Illinois, together with approaches thereto, and a railroad in connection therewith to point of connection with The Nashville, Chattanooga & St. Louis Railway near Paducah, Kentucky, the creation of terminal facilities near said point of connection, for completing, equipping and operating the railroad of the Bridge Company, and for other corporate purposes; and

Whereas, to such ends, the Bridge Company, in pursuance of resolutions of its stockholders and Board of Directors adopted at meetings duly called and held, and in the case of the stockholders by the unanimous vote of the holders of all of the capital stock of the Bridge Company, has determined to make provision under this indenture for an issue of First Mortgage Bonds, limited to the principal amount of seven million dollars at any one time outstanding, to be payable July 1st, 1955, at the office of the Trustee in the City of Chicago or at the agency of the Company in the Borough of Manhattan, New York City, in gold coin of the United States of America of the present standard of weight and fineness, with interest at the rate of 4½ per cent. per annum, payable in like gold coin semi-annually on the first day of January and the first day of July in each year at said office or agency, and to secure the same by mortgage of and upon all of its property, rights, privileges and franchises now owned or hereafter acquired with said bonds or the proceeds thereof; and

Whereas, the bonds to be secured by this indenture are to be coupon bonds of the denomination of one thousand dollars, numbered consecutively from 1 upwards, and registered bonds of the denominations of one thousand dollars, and also of five thousand dollars, every such bond to bear distinctive numbers or designations, and all such bonds, from time to time, as directed by the Board of Directors of the Bridge Company, are to be executed in the name and on behalf of the Bridge Company and under its corporate seal by the President, or a Vice-President, and by the Secretary, or an Assistant Secretary, of the Bridge Company; and

Whereas, such coupon bonds are to be substantially of the following tenor, to wit:

(Form of Coupon Bond)

No..... $1,000.

UNITED STATES OF AMERICA.

PADUCAH & ILLINOIS RAILROAD COMPANY,

First Mortgage 4½ Per Cent. Forty-Year, Sinking Fund Gold Bond.

Paducah & Illinois Railroad Company, a corporation of the State of Kentucky (hereinafter called the "Bridge Company"), for value received, promises to pay, on the first day of July in the year 1955, at the office of Union Trust Company in the City of Chicago, or at the office or agency of the Company in the Borough of Manhattan, New York City, to bearer, or, if registered, to the registered holder of this bond, one thousand dollars, gold coin of the United States of America of the present standard of weight and fineness, and to pay interest thereon from July 1st, 1915, at the rate of 4½ per cent. per annum, such interest to be payable at said office or agency in like gold coin, semi-annually, on the first day of January and the first day of July in each year, but only upon presentation and surrender of the annexed coupons therefor as they severally mature.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Bridge Company may be required to pay thereon or to retain therefrom under any present or future law of the United States, or of any state, county, municipality or other taxing authority therein, except the federal income tax.

This bond is one of a duly authorized issue of coupon bonds and registered bonds of the Bridge Company issued and to be issued to an amount not exceeding seven million dollars in the aggregate of the principal thereof at any one time outstanding, under and in pursuance of, and all equally secured by, a mortgage or deed of trust dated July 1st, 1915, duly executed by the Bridge Company to Union Trust Company, as trustee, of the property and franchises mentioned in said mortgage or deed of trust, to which reference is hereby made for a description of the property and franchises mortgaged and pledged, the nature and extent of the security and the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are issued and secured.

The bonds of this issue are entitled to the benefits of the Sinking Fund provided by said mortgage or deed of trust, and are subject, in and after the year 1921, to purchase for the Sinking Fund at a premium of 2½% above their par value and accrued interest.

In case a sufficient amount of bonds cannot be bought at a price not exceeding a premium of 2½% above par value and interest, then the said Trustee in the month of May of each year, shall draw by lot from bonds then outstanding an amount as nearly as may be equal to the fund in the possession of the said Trustee, and shall on or before the first day of July following such drawing pay for the same at a premium of 2½% above par value and accrued interest up to the said first day of July, after which date interest thereon shall cease. Notice of such drawing, stating the numbers of the bonds drawn, shall be published by the Trustee, at least once a week, for two successive weeks, in at least one daily news-

paper of general circulation published in the City of New York, and one published in the City of Chicago, the first publication to be not later than fifteen days after such drawing.

The principal of this bond may be declared due in the manner and with the effect provided in said mortgage or deed of trust, in case default shall be made, and shall continue, as therein provided.

This bond may be registered as to principal in the owner's name on the books of the Bridge Company provided for that purpose at the office of the Trustee in the said City of Chicago, or at the office or agency of the Bridge Company in the Borough of Manhattan, New York City, such registry being noted on the bond by the Bridge Company's bond registrar, after which no transfer shall be valid unless made on such books in the manner prescribed in said mortgage or deed of trust, and similarly noted on the bond; but the same may be discharged from registry by being transferred to bearer, after which transferability by delivery shall be restored; but again, from time to time, it may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, but the same shall be payable to bearer and transferable by delivery merely. This bond also, as provided in said mortgage or deed of trust, may be exchanged for a registered bond without coupons, and said registered bond may, in turn be re-exchanged for a coupon bond, upon payment of the charge provided for in said mortgage or deed of trust.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said mortgage or deed of trust.

In witness whereof, Paducah & Illinois Railroad Company has caused these presents to be signed by its President, or Vice-President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or Assistant Secretary, and coupons for said interest, authenticated by the engraved facsimile of the signature of its Treasurer, to be attached hereto, this first day of July, 1915.

Paducah & Illinois Railroad Company,
By.....
President.

[SEAL]

Attest:

.....
Secretary.

and

Whereas, there are to be attached to the said coupon bonds at the time of the issue thereof, coupons representing the semi-annual instalments of interest which shall become due thereon, each of which coupons is to be substantially of the following tenor, viz.:

(Form of Interest Coupon)

No..... $22.50

On the first day of ....., ... Paducah & Illinois Railroad Company will pay to bearer, at the office of Union Trust Company in the City of Chicago, or at the office or agency of the Company in the Borough

of Manhattan, New York City, twenty-two and 50/100 dollars, gold coin, without any deduction for any taxes except the federal income tax, being six months' interest then due on its First Mortgage 4½ Per Cent. Forty Year Sinking Fund Gold Bond. No. .....

.....

Treasurer.

and

Whereas, each of the coupons to be attached to such coupon bonds is to be authenticated by the engraved facsimile signature of the present Treasurer or of any future Treasurer of the Bridge Company, and the Bridge Company may adopt and use for that purpose the engraved facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be actually certified and delivered or at the time when such coupons shall be attached to the bonds; and

Whereas, such registered bonds without coupons are to be substantially of the following tenor, to wit:

(Form of Registered Bond Without Coupons.)

No. ..... $.....

UNITED STATES OF AMERICA.

PADUCAH & ILLINOIS RAILROAD COMPANY,

Registered First Mortgage 4½ Per Cent. Forty-Year, Sinking Fund Gold Bond.

Paducah & Illinois Railroad Company, a corporation of the State of Kentucky, hereinafter termed the "Bridge Company," for value received, promises to pay to ..... or registered assigns, on the 1st day of July in the year 1955 at the office of Union Trust Company in the City of Chicago, or the the office or agency of the Company in the Borough of Manhattan, New York City, the sum of.....dollars, gold coin of the United States of America, of the present standard of weight and fineness, and to pay interest thereon from the first day of January or July, as the case may be, next preceding the date hereof (unless this bond be dated January 1, or July 1, and in that event from its date) at the rate of 4½ per cent. per annum, such interest to be payable to the registered holder hereof at said office or agency in like gold coin, semi-annually, on the first day of January and the first day of July in each year.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the Bridge Company may be required to pay thereon or to retain therefrom under any present or future law of the United States or of any state, county, municipality or other taxing authority therein, except the federal income tax.

This bond is one of a duly authorized issue of coupon and registered bonds of the Bridge Company issued and to be issued to an amount not exceeding seven million dollars in the aggregate of the principal thereof at any one time outstanding, under and in pursuance of, and all equally secured by a mortgage or deed of trust dated July 1st, 1915, duly executed by the Bridge Company to Union Trust Company, as Trustee, of the

property and franchises mentioned in said mortgage or deed of trust, to which reference is hereby made for a description of the property and franchises mortgaged and pledged, and the nature and extent of the security and the rights of the holders of said bonds under the same, and the terms and conditions upon which said bonds are issued and secured. The bonds of this issue are entitled to the benefits of the Sinking Fund provided by said mortgage or deed of trust, and are subject in and after the year 1921, to purchase for the Sinking Fund at a premium of $2\frac{1}{2}\%$ above their par value and accrued interest.

In case a sufficient amount of bonds cannot be bought at a price not exceeding a premium of $2\frac{1}{2}\%$ above their par value and interest, then the said Trustee in the month of May of each year, shall draw by lot from bonds then outstanding an amount as nearly as may be equal to the fund in possession of the said Trustee, and shall on or before the first day of July following such drawing pay for the same at a premium of $2\frac{1}{2}\%$ above par value and accrued interest up to the said first day of July, after which date interest thereon shall cease. Notice of such drawing, stating the numbers of the bonds drawn, shall be published by the Trustee, at least once a week, for two successive weeks, in at least one daily newspaper of general circulation published in the City of New York, and one published in the City of Chicago, the first publication to be not later than fifteen days after such drawing.

The principal of this bond may be declared due in the manner and with the effect provided in said mortgage or deed of trust, in case default shall be made and shall continue as therein provided.

This bond is transferable only in the manner prescribed in said mortgage or deed of trust, on the books of the Bridge Company at the office of the Trustee in the City of Chicago, Illinois, or at the office or agency of the Bridge Company in the Borough of Manhattan, New York City, upon surrender and cancelation of this bond; and thereupon a new registered bond will be issued to the transferee in exchange therefor, on payment of the charge provided for in said mortgage or deed of trust. This bond, also, in the manner prescribed in said mortgage, or deed of trust, and upon payment of the charge therein provided for, is exchangeable for a coupon bond or coupon bonds for the same aggregate principal sum, and said coupon bond or bonds may in turn be exchanged for registered bonds.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of the Trustee under said mortgage or deed of trust.

In witness whereof, Paducah & Illinois Railroad Company has caused these presents to be signed by its President, or Vice-President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or Assistant Secretary, this.....day of....., 19.....

[SEAL] Paducah & Illinois Railroad Company,

Attest: *By*.....

..... *President.*

Secretary.

.....

and

Whereas, on each of said coupon bonds and on each of said registered bonds without coupons there is to be endorsed a certificate of the Trustee, or its successor appointed hereunder, that it is one of the bonds issued hereunder, and no bond shall be secured by this indenture or be obligatory for any purpose unless such certificate shall have been executed by the Trustee, or its successor appointed hereunder; such certificate to be substantially of the following tenor, viz.:

(Form of Trustee's Certificate.)

This bond is one of the bonds described in the within mentioned deed of trust.

Union Trust Company,
Trustee.

By.....

and

Whereas, in pursuance of due action of its stockholders and Board of Directors and of all and every legal authority in it vested, the Bridge Company has executed this indenture and proposes to make and execute, and from time to time to issue, the bonds secured hereby; and

Whereas, all acts and things prescribed by law and by the by-laws of the Bridge Company necessary to make said bonds, when certified by the Trustee, valid, binding and legal obligations of the Bridge Company, and these presents a valid indenture to secure and provide for the payment of said bonds, have been duly complied with or have been done or performed or have happened, and the execution and issue of said bonds and of this indenture have been in all respects duly authorized:

Now, therefore this indenture witnesseth: That in consideration of the premises and of the purchase and acceptance of such bonds by the holders thereof, and of the sum of one dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of all such bonds at any time issued and outstanding under this indenture, according to their tenor and effect, and the performance of all the covenants and conditions herein contained, and to declare the terms and conditions upon which such bonds shall be issued and received, Paducah & Illinois Railroad Company, party of the first part hereto, has executed and delivered these presents, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto Union Trust Company, party of the second part, its successors and assigns, forever;

All and singular, the property of the Bridge Company, including the right, title, interest and estate of the Bridge Company, now vested or which may hereafter be vested, in and to the bridge of the Bridge Company across the Ohio River at or in the vicinity of Metropolis, Illinois, and all lands, terminals, yards, roadbeds, superstructures, rights of way, and all rails, tracks, sidetracks, sidings, switches, culverts, tunnels, bridges, viaducts,

offices, buildings, stations, depots, warehouses, car houses, engine houses, shops, turntables, water stations, fences, telegraph and telephone lines, structures, erections and fixtures, and all other things of whatever kind, and any and all easements, leaseholds, trackage rights, contracts and contract rights, now owned or hereafter acquired or paid for with the bonds hereinafter provided to be issued, or their proceeds, and which at any time shall belong or appertain or to be provided for use upon or in connection with any of said terminal properties or any other properties at any time subject to the lien of this indenture, and particularly the rights and interest of the Bridge Company under and in the agreement dated the 1st day of September, 1914, and supplemental agreement dated July 1, 1915, made between the Bridge Company, of the first part, The Nashville, Chattanooga & St. Louis Railway and Chicago, Burlington & Quincy Railroad Company, of the second part, and Union Trust Company as Trustee, of the third part; and

Also, any and all locomotives, engines, cars, and other rolling stock, floating and other equipment, machinery, instruments, tools, implements, materials and other chattels of the Bridge Company now held, or hereafter acquired, provided or paid for by the Bridge Company with the bonds hereinafter provided to be issued, or their proceeds for use upon any of the said Bridge, railroad or terminal properties, or any other properties at any time subject to the lien of this indenture; and

Also, any and all corporate or other rights, privileges and franchises which the Bridge Company now has, or which the Bridge Company hereafter shall acquire, possess or become entitled to which shall be paid for with the bonds hereinafter provided to be issued or their proceeds for or appertaining to the construction, maintenance, use or operation of said Bridge, railroad or terminal properties, or any other properties at any time subject to the lien of this indenture; and

Also, any and all the rents, issues, profits, tolls and other income of said Bridge, railroad or terminal properties, rights, privileges and franchises, and of any other properties at any time subject to the lien of this indenture.

Together with all the appurtenances of the properties above described, excepting the last day of each and every demised term or any renewal thereof now owned or hereafter acquired by the Bridge Company.

To have and to hold, the premises, bridges, railroads, properties, real and personal, rights, franchises, estates, and appurtenances hereby conveyed or assigned, or intended to be conveyed or assigned, unto the Trustee, its successors and assigns forever;

But in trust, nevertheless, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations when payable, and the performance of and compliance with, the covenants and conditions of his indenture, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, or otherwise; so that each and every bond, issued and to be issued as aforesaid, shall have the same right, lien

and privilege under this indenture, and so that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby as if all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture, it being intended that the lien and security of this indenture shall take effect from the day of the date hereof, without regard to the date of actual issue, sale or disposition of said bonds, as though, upon such day, all of said bonds were actually issued, sold and delivered to purchasers for value;

And hereby it is covenanted and declared that all such bonds, with the coupons for interest thereon, are to be issued, certified, and delivered, and that the mortgaged premises are to be held by the Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth, and it is covenanted between the parties hereto for the benefit of the respective holders from time to time of the bonds issued hereunder, as follows, viz.:

ARTICLE ONE.

ISSUE AND APPROPRIATION OF BONDS.

SECTION 1. *Certification and Delivery of Bonds.* The coupon and registered bonds issued under this indenture, together with the coupons pertaining to the coupon bonds, shall be substantially of the tenor hereinbefore recited, and shall be known as the First Mortgage 4½ Per Cent. Forty-Year, Sinking Fund Gold Bonds of the Bridge Company. The coupon bonds shall be of the denomination of $1,000 each and the registered bonds shall be of the denomination of $1,000 each, or any multiple of $1,000 as the Board of Directors of the Bridge Company may authorize from time to time, but such registered bonds shall bear interest only from the first day of January or July, as the case may be, next preceding the date of the issue of such registered bonds, or from their date if they are issued on the first day of either of those months.

From time to time the bonds to be secured hereby shall be executed by the Bridge Company and by it shall be delivered for certification to the Trustee; and thereupon, as provided in this Article, and not otherwise, the Trustee shall certify and deliver the same. At the option of the Bridge Company from time to time, any of such bonds may be executed, certified and delivered originally either as coupon bonds or as registered bonds.

The amount of bonds hereby secured which may be executed by the Bridge Company and which may be certified by the Trustee is limited, so that never at any time shall there be outstanding bonds hereby secured for an aggregate principal sum exceeding seven million dollars ($7,000,000), inclusive of such bonds as may be purchased and canceled by the operation of the Sinking Fund.

Before certifying or delivering any coupon bond hereby secured the Trustee shall detach and shall cancel all coupons thereof then matured; and every registered bond shall be dated on the day of the actual certification thereof.

Only such of said bonds as shall bear thereon a certificate substantially in the form hereinbefore recited, duly executed by the Trustee, shall be secured by this indenture or shall be entitled to any lien or benefit hereunder. Every such certificate of the Trustee upon any bond executed by the Bridge Company shall be conclusive, and the only evidence that the bond so certified was duly issued hereunder, and is entitled to the benefit of the trust hereby created.

Whenever, from time to time, any bonds certified by the Trustee shall be delivered by it according to the terms of this indenture, such bonds shall be delivered by the Trustee upon the written order of the Bridge Company, signed by its President, or Vice-President, and by its Secretary, or Assistant Secretary or its Treasurer, and under its corporate seal.

Bonds shall be certified by the Trustee, and delivered as above provided, to reimburse the Bridge Company for expenditures heretofore made and to provide for expenditures hereafter made, in the construction and completion of the Bridge, railroad and terminal facilities of the Bridge Company, as follows (in so far as the following purposes shall be purposes for which bonds may lawfully be issued by the Bridge Company):

(1) The construction and completion of the Bridge across the Ohio River at or near Metropolis, Illinois, together with the approaches thereto, and a railroad in connection therewith to a point of connection with The Nashville, Chattanooga & St. Louis Railway near Paducah, Kentucky, and all necessary terminal and other facilities;

(2) The acquisition or construction by the Bridge Company, of real estate, rolling stock and other equipment, or of additions, improvements or betterments upon or pertaining to, or for use in connection with, the Bridge, railroad or terminal property hereinbefore described, and subject to the lien of this indenture;

(3) The acquisition or construction of additions, improvements, or betterments upon or appertaining to, or for use in connection with, any railroad or properties hereafter acquired or leased by the Bridge Company, when said railroad, or properties or leasehold estate shall have become subject to the lien of this indenture, and when said leasehold estate shall be for a term extending at least ten (10) years beyond the date of maturity of the bonds secured hereby:

(4) Paying or satisfying any mortgage or other lien upon any property purchased by the issuance of bonds hereunder, as hereinafter provided.

SECTION 2. *Requirements for Certification of Bonds.* Bonds shall be certified and delivered by the Trustee to reimburse the Bridge Company for expenditures previously made for purposes specified in Section 1 of this Article (with interest not exceeding the interest rate on the bonds secured by this indenture), without the deposit of cash as hereinafter provided in Section 3, and deposited cash shall be paid out by the Trustee, only upon and subject to the following conditions and restrictions, namely:

One. There shall in every case be delivered to the Trustee the following instruments:

(a) A copy of a resolution of the Board of Directors of the Bridge Company requesting the Trustee to certify and deliver a specified amount

of said bonds or to pay out a specified amount of deposited cash to reimburse the Bridge Company for expenditures made by it, whether before or after the date of this mortgage, for one or more of the purposes for which bonds may be issued hereunder.

(b) A certificate signed by the President or one of the Vice-Presidents or the Chief Engineer and also by the Comptroller, Auditor or Treasurer of the Bridge Company setting forth that said expenditures have been made on account of some one or more of said purposes and stating as the case may be (1) a general description and location of the work done and property acquired for which such expenditures have been made, and for which bonds may be lawfully issued hereunder, and (2) also setting that said expenditures were not in excess of the fair value of the property so acquired or of such work and that none of such expenditures has been charged to operating expenses or other cost of maintenance or included in any expenditures reported by the Bridge Company in any annual or other report as having been charged to operating expenses or other cost of maintenance, and that no portion of the expenditures so certified was made the basis of the issue of bonds or the payment of deposited cash under any certificate previously furnished to the Trustee under this Section, and (3) whether such property is known or believed to be subject to any lien or charge except undetermined liens or charges incidental to construction prior or superior to the lien of this indenture and the character and amount of any such prior liens or charges and that such property has become subject to the lien of this indenture as a first lien except as aforesaid. Interest on the bonds, and franchise payments, advances and interest on the same not exceeding 5%, taxes and other charges, to the extent that the same are proper charges against capital account, may be included in the expenditures so certified during the period of construction. The period of construction for the purpose of this clause shall be deemed to mean the respective periods of construction of the bridge with approaches and the connecting railroad with terminals.

(c) None of the bonds shall be certified or delivered and none of the deposited cash shall be paid out for or in respect of the construction or acquisition of property subject to any lien or charge certified as aforesaid, unless or until the Trustee shall have reserved therefrom deposited cash authorized to be issued or paid out under this indenture equal to the aggregate amount of such certified liens or charges. Whenever from time to time thereafter any such certified liens or charges in respect of which such reservation shall have been made or any part thereof shall have been paid or satisfied or shall be acquired and be effectually subjected to the lien of this indenture (either by filing with the Trustee evidence of such payment or satisfaction or by depositing with the Trustee evidences of indebtedness representing such liens and charges or by other methods satisfactory to the Trustee), then, as in subdivision Three of this Section provided and not otherwise the Trustee shall pay to the Bridge Company or upon its order a proportionate amount of deposited cash authorized to be paid out hereunder and reserved by the Trustee under this clause (c), but so that the amount of such deposited cash so reserved by the Trustee shall at all times equal

the face value of such liens and charges remaining unsatisfied and not subjected to the lien of this indenture. The Bridge Company shall from time to time and whenever the same may be reasonably required or appropriate furnish to the Trustee the written opinion of its counsel as to the payment or satisfaction of such liens and charges and as to the acquisition thereof and the effectual subjection thereof to the lien of this indenture and as to any other material questions that may arise under this clause (c).

(d) In case the expenditure so certified shall have been for the acquisition of property, the same shall *ipso facto* and forthwith, and without further conveyance become and be subject to the lien of this indenture as fully as if specifically mortgaged hereby, but if the Trustee shall so require a supplemental indenture shall be duly executed by the Bridge Company to the Trustee specifically subjecting the same to the lien of this indenture.

(e) An opinion of the General Counsel of the Bridge Company (1) that the purposes for which such expenditures were made are purposes for which bonds hereunder may lawfully be issued by the Bridge Company, (2) that the Bridge Company has good title to the property acquired or constructed, (3) whether a supplemental indenture is necessary or desirable for the purpose of subjecting the same to the lien of this indenture, and (4) that the property acquired or constructed is free from any mortgage or lien prior to the lien of this indenture, except undetermined liens or charges incidental to construction or current operation and except as provided in clause (c) of this Subdivision One, and that this indenture constitutes a first lien thereon except as aforesaid.

Two. The Trustee shall receive the certificate of the Secretary or one of the Assistant Secretaries of the Bridge Company under the corporate seal of the Bridge Company as conclusive evidence of the adoption by the Board of Directors of the Bridge Company of any of the resolutions in this Section 2 provided for. The same officer or officers of the Bridge Company need not certify to all the facts or opinions required to be certified to under the provisions of this Section, but different officers may certify to different facts and opinions. The resolutions, certificates, statements and opinions required by this Section to be delivered to the Trustee as a condition of the certification of bonds or the payment of deposited cash hereunder may be received by the Trustee as conclusive evidence of any fact or matter therein set forth appertaining to its right or duty to certify or deliver bonds or pay such cash pursuant to the provisions of this Section, and shall be full warrant, authority and protection to the Trustee acting on the faith thereof for the certification by it of such bonds or the payment of such cash, not only in respect of the facts, but also in respect of the opinions therein set forth.

Three. Upon the delivery to the Trustee of all the instruments hereinbefore in this Section required to be delivered for the purpose of authorizing the certification and delivery of bonds reserved under this Section and upon the delivery to the Trustee of all such further assurances and conveyances, if any, as shall be required by it, and, in every case of the authentication of bonds, upon compliance with Section 4, the Trustee shall, upon the written order of the Bridge Company, signed by its President or one of its

Vice-Presidents, and by its Secretary or one of its Assistant Secretaries, under its corporate seal, certify and deliver an amount of bonds issued hereunder, taken at their value determined as hereinafter in this subdivision Three provided, or pay an amount of deposited cash, which shall equal the amount so certified to have been expended by the Bridge Company.

For the purpose of this subdivision Three the bonds shall be taken at the value at which a resolution of the Board of Directors of the Bridge Company shall state that the same have been sold or contracted to be sold, or if no such sale or contract shall have been made, then such value shall be fixed by resolution of said Board of Directors; provided, however, that the value at which the bonds are to be taken shall not in any case be less than the price fixed by the Public Utilities Commission of Illinois in any consent or authorization then prescribed or required by law, and provided, further, that in any case the bonds shall not be taken at a value which would result in the issue of bonds hereunder to an aggregate face amount exceeding the aggregate amount of deposited cash then held by the Trustee and of all proper capital expenditures theretofore made in the acquisition or construction of the bridge, connecting railroad and terminals and other property covered by this indenture as a first lien. The Trustee shall be fully protected in acting in reliance upon the certificate signed by the President or one of the Vice-Presidents or the Chief Engineer and by the Comptroller, Auditor or Treasurer of the Bridge Company as to the amount of proper capital expenditures so made in addition to those otherwise certified to the Trustee under this indenture.

The Bridge Company covenants that if and whenever any unsold bonds shall subsequently be sold by the Bridge Company at a higher price than that at which the same shall have been so valued, the excess proceeds shall be paid forthwith to the Trustee and shall be deemed deposited cash and shall be paid out accordingly.

SECTION 3. *Right to Sell Bonds and Deposit Cash.* The Bridge Company shall have the right from time to time to sell any of the bonds on such terms, by such methods and at such prices as may be approved by the Board of Directors of the Bridge Company in advance of making expenditures as aforesaid; and upon the deposit with the Trustee of the cash proceeds of such sale of the bonds as such proceeds shall be stated in the written order hereinafter mentioned and in the resolution approving such sale, the Trustee shall certify and deliver such bonds upon the written order of the Bridge Company, signed by its President or one of its Vice-Presidents, and by its Secretary or one of its Assistant Secretaries, under its corporate seal, subject, however, to the provisions of Section 4 of this Article, and provided that the aggregate amount so deposited and then held hereunder, together with the aggregate amount of all proper capital expenditures theretofore made, whether from the proceeds of bonds or stock, or otherwise, in the acquisition and construction of the bridge, railroad, terminals and property covered by this indenture as a first lien, shall at least equal the aggregate principal amount of bonds then and theretofore certified hereunder. The Trustee shall be fully protected in acting in reliance upon a certificate signed

by the President or one of the Vice-Presidents or the Chief Engineer and by the Comptroller, Auditor or Treasurer of the Bridge Company as to the amount of proper capital expenditures so made, in addition to those otherwise certified to the Trustee under this indenture. The moneys so deposited are herein sometimes called deposited cash and shall be deemed to be held by the Trustee under and subject to the lien of and as part of the security provided by this indenture until paid out from time to time as hereinbefore provided. All deposited cash and other moneys required under the provisions of this Article and of Section 7 of Article Three, or under any other provisions of this indenture to be paid to or deposited with the Trustee, shall be paid to the Trustee. All such moneys held by the Trustee shall be deemed to be held by the Trustee subject to the lien of and as a part of the security provided by this indenture, and shall be paid out from time to time, but only as in this indenture provided.

SECTION 4. *Order of Public Utilities Commission.* In every instance before the certification of bonds hereunder the Bridge Company shall file with the Trustee a duly certified copy of an order made by the Public Utilities Commission of the State of Illinois, or by any other analogous board of authority the consent of which shall at the time be prescribed or required by law as a condition precedent to the lawful issue of bonds by the Bridge Company, authorizing and consenting to the issue of at least the amount of bonds then requested to be certified and delivered, together with the opinion of counsel of the Bridge Company in writing that such certification and consent is sufficient for the purpose, and evidence satisfactory to the Trustee of the payment of any mortgage recording tax or other tax required by law to be paid upon or because of the certification and delivery of such bonds.

SECTION 5. *Exchange of Bonds.* Whenever any bond or bonds shall be issued originally as a registered bond or bonds, there shall be reserved by the Bridge Company unissued an aggregate face amount of coupon bonds of the denomination of $1,000 each, equal to the aggregate face amount of the registered bond or bonds so issued, and the number or numbers of the coupon bonds so reserved unissued shall by the Bridge Company be endorsed on such registered bond or bonds. Whenever any registered bond shall be surrendered for transfer, the Bridge Company shall issue, and upon surrender and cancellation of the bond or bonds transferred, the Trustee shall certify and deliver, a like principal amount of new registered bonds, which shall have endorsed thereon the same number or numbers of coupon bonds which were endorsed upon the registered bond or bonds so surrendered and canceled. The holder of any registered bond may also exchange such bond, upon surrender and cancellation thereof, for coupon bonds of the denomination of $1,000 each, of a like principal amount, bearing all unmatured coupons for interest and bearing the number or numbers endorsed upon the registered bonds so surrendered and canceled. Whenever any coupon bond or bonds of the denomination of $1,000, together with all unmatured coupons thereto belonging, shall be surrendered for exchange for registered bonds, the Bridge Company shall issue and the Trustee shall certify and deliver, in exchange for such coupon bonds, a like principal amount of registered bonds,

which shall have endorsed thereon the same number or numbers borne by the coupon bond or bonds so surrendered for exchange. In every case of such exchange the Trustee forthwith shall cancel the surrendered bond or bonds and coupons, and upon demand shall deliver the same to the Bridge Company.

Every registered bond of a denomination greater than $1,000 shall bear thereon an endorsement in the following form:

> "This bond is issued in lieu of or in exchange for coupon bonds numbered ....., for $1,000 each, not contemporaneously outstanding; and coupon bonds bearing the above numbers will be issued in exchange for this bond upon its surrender and cancelation."

Every registered bond of a denomination of $1,000 shall bear thereon an endorsement in the following form:

> "This bond is issued in lieu of or in exchange for a coupon bond numbered ....., for $1,000, not contemporaneously outstanding; and a coupon bond bearing the above said number will be issued in exchange for this bond upon its surrender and cancelation."

For any exchange of coupon bonds for registered bonds, and for any transfer of registered bonds without coupons, and for any exchange of registered bonds without coupons for coupon bonds, the Bridge Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other Government charge, or other expense connected therewith, and also the further sum of one dollar for each new coupon bond or registered bond without coupons issued upon such exchange or transfer.

SECTION 6. *Replacement of Mutilated, Lost or Destroyed Bonds.* In case any coupon bond issued hereunder, with the coupon thereto appertaining, or any registered bond without coupons, shall become mutilated or be lost or destroyed, the Bridge Company, in its discretion, and upon receipt of satisfactory indemnity, may execute and thereupon the Trustee shall certify and deliver a new bond of like tenor and date (including coupons in case of a coupon bond) bearing the same serial number, in exchange and substitution for, and upon cancelation of, the multilated coupon bond and its coupons, or the mutilated registered bond bearing the same serial numbers, or in lieu of and substitution for the coupon bond and its coupons or the registered bond so mutilated, lost or destroyed, upon receipt of satisfactory evidence of the destruction, mutilation or loss of such coupon bond and its coupons, or of such registered bond, and upon receipt also of satisfactory indemnity. The Trustee shall not incur any liability for anything done by it in good faith under the provisions of this section.

SECTION 7. *Temporary Bonds.* Until the permanent bonds shall be engraved or lithographed, the Bridge Company may execute, and, upon its request, the Trustee shall certify and deliver, in lieu of such engraved or lithographed bonds and subject to the same provisions, limitations and conditions, temporary printed registered bonds of any denomination, substantially of the tenor of the registered bonds to be issued as hereinbefore provided. Upon the surrender of such temporary bonds for exchange, the Bridge Company shall issue, and upon cancellation of such surrendered bonds,

the Trustee shall certify and deliver, in exchange therefor, engraved or lithographed coupon bonds or registered bonds of the aggregate par value of such temporary bonds surrendered and until so exchanged each of such temporary bonds shall have the same force and effect and shall be entitled to the same security as the corresponding aggregate amount of engraved or lithographed bonds issued hereunder.

ARTICLE TWO.

The Bridge Company bonds issued hereunder and secured hereby shall be payable not later than July 1st, 1955, by the operation of a Sinking Fund to be created by the payment by the Bridge Company to the Trustee at its office in the City of Chicago, in gold coin of the United States of America, of or equal to the present standard of weight and fineness, of the following sums, which the Bridge Company covenants are sufficient to retire the entire issue of said Bridge Company bonds not later than said July 1st, 1955.

(a) On or before the 1st day of May, 1921, and thereafter in each calendar year on or before the 1st day of May in such year, in respect of said Bridge Company bonds at any time prior to the 1st day of November, 1920, certified and delivered by the Trustee, pursuant to any of the provisions of Article One of this Indenture, the sum of $28.5714 in respect of each $1,000 in principal amount of said Bridge Company bonds so certified and delivered prior to November 1, 1920.

(b) On or before the 1st day of May, 1922, and thereafter in each calendar year, on or before the 1st day of May in such year, in respect of additional Bridge Company bonds certified and delivered by the Trustee pursuant to any of the provisions of Article One of this Indenture on or at any time after said November 1st, 1920, and prior to the 1st day of November next preceding the date on which payment of such instalment is required to be made, the following sums, in respect of each $1,000 in principal amount of Bridge Company bonds so certified and delivered during any calendar year hereinafter designated:

1922	$ 29.4118
1923	30.3030
1924	31.2500
1925	32.2580
1926	33.3333
1927	34.4828
1928	35.7143
1929	37.0370
1930	38.4615
1931	40.0000
1932	41.6666
1933	43.4783
1934	45.4545
1935	47.6190
1936	50.0000
1937	52.6315

1938	55.5555
1939	58.8235
1940	62.5000
1941	66.6666
1942	71.4285
1943	76.9231
1944	83.3333
1945	90.9090
1946	100.
1947	111.1111
1948	125.
1949	142.8571
1950	166.6666
1951	200.
1952	250.
1953	333.3333
1954	500.
1955	1000.

The Bridge Company may make payment of the whole or any part of the Sinking Fund due in any year by delivering to the Trustee any of the Bridge Company bonds, accompanied by all unmatured coupons appertaining thereto, if any, reckoning each bond by the face value thereof.

All moneys received by the Trustee for account of the Sinking Fund shall be applied by the Trustee, as they are from time to time received, to the purchase of Bridge Company bonds, so far as in the judgment of the Trustee is reasonably practicable, at prices not exceeding the then market price of said bonds and accrued interest, said prices in no event to exceed a premium of 2½% above the par of said bonds and accrued interest, and, to the extent to which, at the time of any drawing by lot for the purposes of the Sinking Fund as hereinafter provided, such purchases shall not have been made by the Trustee, to the purchase at a premium of 2½% above par and accrued interest of Bridge Company bonds to be designated for that purpose by the Trustee by lot. Drawings by lot for the purpose of the Sinking Fund shall be made at the office of the Trustee in the City of Chicago under the supervision of the Trustee, and shall be made in the discretion of the Trustee between the first day of May and the 1st day of June in each year, beginning with the year 1921, and shall be made in such manner as the Trustee may, in its unrestricted discretion, determine from the numbers of the coupon bonds then outstanding, or held reserved against registered bonds.

Notice of any such drawing, specifying the distinctive numbers of the Bridge Company bonds so drawn, shall be published by the Trustee on behalf of the Bridge Company at its expense at least once in each week for two successive weeks in at least one daily newspaper of general circulation published in the City of Chicago, and at least one daily newspaper of general circulation published in the City of New York, the first publication to be made not later than fifteen days after such drawing. A similar notice shall be sent by the Bridge Company through the mails, postage prepaid, on or

before the date of the first publication, to each holder of registered bonds so drawn, and to each registered holder of coupon bonds so drawn, at the address last furnished by him to the Bridge Company.

The Bridge Company bonds so drawn shall be purchased at a premium of 2½% above par upon the first day of July next following the day of such drawing, and from and after such first day of July the holder thereof shall cease to be entitled to interest thereon.

Bonds drawn for purchases for the Sinking Fund must be presented with all coupons maturing after the day on which they are so to be purchased, and shall be paid for upon presentation thereof on or after such day designated for purchase, at the office of the Trustee in the City of Chicago.

Bridge Company bonds at a premium of 2½% above par to an amount equal to the amount of payment to the Sinking Fund in any year (less the amount of any Bridge Company bonds at a premium of 2½% above par delivered by the Bridge Company to the Trustee for the Sinking Fund under the provision hereof) shall in any event be purchased by the Trustee for the Sinking Fund in each year provided the funds therefor are furnished to it by the Bridge Company; and if the Trustee shall purchase bonds for the Sinking Fund at prices less than a premium of 2½% above par value and accrued interest, the amount of the difference between the purchase price and said value (or discount) shall be credited to the Bridge Company upon the next succeeding payment on account of the Sinking Fund. Whenever any coupon bonds, the numbers of which shall be reserved against any outstanding registered bond, shall be drawn for purchase for the Sinking Fund, so much of the principal of such registered bond as is represented by such coupon bonds so drawn, shall cease to bear interest after said date for purchase, and such coupon bonds so drawn shall be delivered to the Trustee on such date for purchase, and, upon surrender of such registered bond at the transfer agency of the Bridge Company in the City of Chicago on or after such date for purchase, the registered holder shall be entitled to receive the principal amount of the drawn coupon bond or bonds, and, for the residue of the principal amount of his registered bond, a new coupon or registered bond.

All Bridge Company bonds acquired by means of the Sinking Fund shall be canceled by the Trustee, and thereafter held by the Trustee as hereinafter provided.

Any interest on Sinking Fund payments allowed by the Trustee shall be credited to the Sinking Fund.

The Bridge Company may at any time make additional payments to the Trustee for the purposes of the Sinking Fund.

All moneys held in the Sinking Fund under any of the provisions of this Article shall be held by the Trustee for the further security of the outstanding Bridge Company bonds until applied to the purchase by the Trustee of Bridge Company bonds for the Sinking Fund, or until the designation by lot of Bridge Company bonds for purchase; but, from and after any designation by lot of bonds for purchase, such moneys shall, to the extent required to effect such purchase of the bonds so designated, be held for the payment of the purchase price of the bonds so designated for purchase.

When the principal and interest of all other Bridge Company bonds shall have been paid in full, and all payments to the Trustee, or otherwise, called for by any of the provisions of this Indenture shall have been made by the Bridge Company, the Trustee shall, on written demand, pay to the Bridge Company at the office of the Trustee in the City of Chicago all moneys held in the Sinking Fund, and all the Bridge Company bonds purchased for the Sinking Fund and held by the Trustee, having been canceled by the Trustee as hereinbefore provided, shall forthwith thereafter be physically destroyed in the manner required by law in the presence of a representative of the Trustee and a representative of the Bridge Company, who shall respectively execute in duplicate a certificate attesting such destruction, and deliver one counterpart to the Bridge Company and one counterpart to the Trustee.

No expenses in connection with the administration of the Sinking Fund of any character shall be charged against the moneys in the Sinking Fund, but all such expenses shall be borne by the Bridge Company.

ARTICLE THREE.

PARTICULAR COVENANTS OF THE BRIDGE COMPANY.

SECTION 1. *To Pay Principal and Interest of Bonds.* The Bridge Company covenants to pay, duly and punctually the sinking fund payments as herein provided and the principal and interest of every bond issued and secured hereunder at the dates and the place, and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed by the United States, or any State or county, municipality or other taxing authority therein, except the Federal income tax, which the Bridge Company may be required to pay or to retain therefrom, under or by reason of any present or future law. The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and, when paid, such coupons shall forthwith be canceled. The interest on the registered bonds without coupons shall be payable only to the registered holders thereof.

SECTION 2. *To Execute Further Assurances.* All property which hereafter may be acquired by the Bridge Company with the bonds, or the proceeds of bonds, issued under and secured by this indenture, immediately upon the acquisition thereof by the Bridge Company, and without any further conveyance or assignment, shall become and be subject to the lien of this indenture as fully and completely as though now owned by the Bridge Company and specifically described in the granting clauses hereof, but at any and all times the Bridge Company will execute and deliver any and all such further assurances or conveyances thereof as the Trustee may reasonably direct or require, for the purpose of expressly and specifically subjecting the same to the lien of this indenture; and also it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, transfers and

assurances in law for the better assuring, conveying and confirming unto the Trustee all and singular the hereditaments and premises, estates and property hereby conveyed, or intended so to be conveyed, or which the Bridge Company may hereafter become bound to convey to the Trustee, as the Trustee shall reasonably require; *provided*, however, that the Bridge Company reserves the right, except as in this indenture expressly otherwise provided, to purchase or acquire any real or personal property free from the lien of this indenture, and any such property purchased or acquired without the use of bonds, of the proceeds of bonds, secured by this indenture, and without reimbursement of any part of the expenditures in respect thereof with bonds or the proceeds of bonds issued hereunder, shall be free from the lien of this indenture, unless specifically subjected thereto by an instrument or instruments in writing executed by the Bridge Company and delivered to the Trustee for that purpose.

SECTION 3. *To Register and Transfer Bonds.* The Bridge Company, at an office to be maintained by it in the City of Chicago and in the Borough of Manhattan, New York City, will keep a register or registers for the registration and transfer of bonds hereunder, in which it will register, subject to such reasonable regulations as it may prescribe, all such bonds without coupons, and, upon presentation thereof for such purpose, any such coupon bonds issued hereunder; and such register or registers at all reasonable times shall be open to the inspection of the Trustee.

All notices and demands in respect of said bonds and coupons may be served at said office.

Upon presentation to the bond registrar of the Bridge Company, at the place where such register shall be kept, of any such registered coupon bond, accompanied by delivery of a written instrument of transfer in a form approved by the Bridge Company, executed by the registered holder, such bond shall be transferred upon such register and such transfer shall be noted by such bond registrar upon the bond. The registered holder of any such registered coupon bond also shall have the right to cause the same to be registered as payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond when due shall be payable to the person presenting the bond; but any such coupon bond registered as payable to bearer may be registered again in the name of the holder with the same effect as a first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired; and each registration of a coupon bond shall be noted by the bond registrar on the bond.

Registration of any coupon bond, however, shall not restrain the negotiability of any coupon thereto belonging, but every such coupon shall continue to pass by delivery merely, and shall remain payable to bearer.

Any registered bond or bonds without coupons may be transferred upon such register at such office by surrender of such bond to such bond registrar for cancelation, accompanied by delivery of a written instrument of transfer in a form approved by the Bridge Company, duly executed by the registered holder of the bond, and by payment of any charge imposed under Section 4 of Article One hereof; and thereupon a new registered bond, or new reg-

istered bonds, for an equivalent principal sum shall be issued to the transferee or transferees as provided in said section.

SECTION 4. *Not to Create prior Liens.* The Bridge Company will at all times keep this indenture an unimpaired first lien upon all the property hereby mortgaged or at any time subject to the lien of this indenture except as provided in paragraph (c), Section 2 of Article I hereof; it will not voluntarily create, or suffer to be created, any debt, lien or charge which would be prior to the lien of these presents upon the mortgaged premises or any part thereof, or upon the income thereof; and within three months after the same shall accrue, it will pay, or will cause to be discharged, or will make adequate provision to satisfy and discharge, all lawful claims and demands of merchants, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises or any part thereof; *provided* that nothing in this section contained shall require the Bridge Company to pay any such debt, lien or charge so long as it shall in good faith contest the validity thereof.

SECTION 5. *To Pay Taxes and Assessments.* The Bridge Company from time to time will pay and discharge all taxes, assessments and governmental charges (the lien whereof would be prior to the lien hereof), lawfully imposed upon the premises hereby mortgaged or upon any part thereof, or upon the income and profits thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest of the Trustee or of the holders of the bonds hereby secured in respect of such premises hereby mortgaged, so that the lien and priority of this indenture shall be fully preserved at the cost of the Bridge Company without expense to the Trustee or the bondholders.

SECTION 6. *To Maintain Plant.* At all times the Bridge Company will keep and maintain the Bridge, tracks, structures, buildings, fixed plant and machinery, rolling stock and other equipment at any time covered by this indenture, in good order and condition, reasonable wear and tear excepted.

SECTION 7. *To Provide Insurance.* The Bridge Company will insure and keep insured to a reasonable amount, the judgment of the Bridge Company to be conclusive as to the amount upon all concerned, against destruction or injury, all such part or parts of the said premises hereby mortgaged as may be reasonably insurable, the policies therefor to so read that the loss, if any, shall be payable to the Trustee, and all moneys collected for such insurance shall be held by the Trustee for the further security of the bondholders hereunder, until the Bridge Company shall have applied a sum of money to the reconstruction or repair of the parts of the property destroyed or injured, or to the erection of other permanent improvements upon such mortgaged premises, or to the purchase of new rolling stock, machinery and equipment, whereupon, from such insurance moneys held by the Trustee, there shall be paid to the Bridge Company from time to time, an amount equal to the amount or amounts so applied by it to such reconstruction, repair or erection, or to the purchase of new rolling stock, machinery and equipment.

A certificate signed by the President or a Vice-President and the Treasurer or Auditor, under the corporate seal, of the Bridge Company, may be

received by the Trustee as conclusive evidence of the amounts of money so applied by the Bridge Company and shall be full warrant to the Trustee for its action on the faith thereof; but the Trustee, in its discretion, may require any other reasonable evidence in the premises.

SECTION 8. *Application of Income from Mortgaged Premises.* The Bridge Company will first pay from the income of the mortgaged property, after paying the operating expenses thereof, the taxes and assessments thereon and the interest accruing upon the bonds issued hereunder; and the net income shall, either before or after default, and whether said property is operated by the Bridge Company or by the Trustee under the power of entry herein reserved, or by a receiver appointed by any court at the instance either of the Bridge Company or of any creditor, stockholder or other person interested in said Company or having the right to apply for such appointment, be primarily pledged and applied to the payment of the interest and principal of said bonds according to the respective rights or priorities of such interest and principal as herein declared.

ARTICLE FOUR.

RIGHTS OF BRIDGE COMPANY UNTIL DEFEASANCE.

SECTION 1. *To Have Possession.* Until some default shall have been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such interest or principal, or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Bridge Company, and until such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Bridge Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the premises hereby mortgaged, and to manage, operate and use the same, and every part thereof, with the right and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, incomes, rents, issues and profits thereof.

SECTION 2. *May Surrender Possession.* The Bridge Company, at any time before full payment of the bonds, and whenever it shall deem it expedient for the security of the bondholders, although there be then no default entitling the Trustee to enter into possession, may, with the consent of the Trustee, surrender to it possession of the whole or any part of the mortgaged property, for any period, fixed or indefinite. Upon such surrender the Trustee shall enter into and upon the property so surrendered and shall take possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession though beyond the expiration of any such prescribed period. Upon any such voluntary surrender of said property, the Trustee, from the time of its entry, shall operate and use the same in accordance with the provisions of this indenture, and shall receive and apply the income in the manner provided in Section 2 of Article Six hereof.

SECTION 3. *To Have Mortgage Satisfied.* If, when the bonds hereby

secured shall have become due and payable, the Bridge Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest due upon all of the bonds and coupons hereby secured and then outstanding, or shall provide for such payment by depositing with the Trustee, for such payment, the entire amount due thereon for principal and interest, and shall also pay or cause to be paid all other sums payable hereunder by the Bridge Company, and shall well and truly keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this indenture, then and in that case all property, rights and interest hereby conveyed or pledged shall revert to the Bridge Company, and the estate, rights, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee, in such case, on demand of the Bridge Company but at its cost and expense, shall enter satisfaction of this indenture upon the record; otherwise the same shall be continued and remain in full force and virtue.

ARTICLE FIVE.

RELEASES OF MORTGAGED PROPERTY

SECTION 1. *Terms Upon Which Releases May Be Made.* Upon the written request of the President, or a Vice-President, of the Bridge Company, approved or authorized by resolution of its Board of Directors, from time to time while the Bridge Company is in possession of the mortgaged premises, but subject to the conditions and limitations in this section prescribed, and not otherwise, the Trustee shall release from the lien and operation of this indenture any part of the lands and other property then subject thereto; *provided, however,* that no part of the mortgaged property shall be released hereunder, unless at the time of such release it no longer shall be necessary or advantageous to retain the same for use in the business of the Bridge Company, and no such release shall be made unless the Bridge Company shall have sold, or shall have contracted to exchange for other property, or to sell, the property so to be released.

The proceeds of any and all such sales, and all moneys received as compensation for any property subject to this indenture taken by exercise of the power of eminent domain, shall be set apart and delivered to the Trustee to be applied by the Bridge Company to the purchase of other property, real or personal, or in betterments of, or improvements upon, any part of the premises then subject hereto. The amount of such expenditures shall be paid out by the Trustee upon the written order of the Bridge Company, signed by its President or a Vice-President and by its Secretary or Assistant Secretary or Treasurer. Any new property acquired by the Bridge Company to take the place of any property hereunder, *ipso facto,* shall become and be subject to the lien of this indenture, as fully as if specifically mortgaged hereby; but, if requested by the Trustee, the Bridge Company will convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of this indenture.

Nevertheless, and anything herein contained to the contrary notwithstanding, from time to time, upon written request of the President or a Vice-President of the Bridge Company, approved or authorized by resolution of its Board of Directors, and subject to the provisions contained in the first paragraph of this section, the Trustee shall release from the operation of this indenture, without requiring the Bridge Company to account for the proceeds or value thereof, such pieces or parcels of the real estate covered hereby as the Bridge Company may desire; provided, (1) that no single parcel so released shall exceed $5,000 in value, and (2) that in no one year shall the several parcels so released exceed $10,000 in value, and (3) that until every bond hereby secured shall have been fully paid the aggregate amount so released shall not exceed $50,000 in value.

The Bridge Company from time to time may make changes or alterations in or substitutions for any leases or trackage rights subject to this indenture, and may substitute therefor its interest in any other tracks which it may hereafter acquire, lease or have trackage rights over, when such after acquired tracks or interests therein make unnecessary the retention of the interests or rights of the Bridge Company in all or in any part of the property for which they are substituted. In any such event, any new or modified or altered lease, trackage rights or interests in tracks acquired in substitution shall forthwith become bound by and be subject to the terms of this indenture.

The Bridge Company, from time to time, while in possession of the mortgaged premises, also shall have full power, in its discretion, to dispose of any portion of the machinery, equipment and implements, at any time held subject to the lien hereof, which may have become unfit for such use, but it shall to the extent necessary replace the same by new machinery, equipment or implements, of equivalent value, which shall become subject to this indenture.

In no event shall any purchaser or purchasers of any property sold or disposed of under any provisions of this Article, nor shall the Trustee, be required to see to the application of the purchase money.

SECTION 2. *Power to be Exercised by Receiver or Trustee in Possession.* In case the mortgaged premises shall be in the possession of a receiver lawfully appointed, the powers in and by this Article conferred upon the Bridge Company may be exercised by such receiver with the approval of the Trustee; and if the Trustee shall be in possession of the mortgaged premises under any provision of this indenture, then all the powers by this Article conferred upon the Bridge Company may be exercised by the Trustee in its discretion.

SECTION 3. *Evidence of Facts Required for Releases.* A certificate signed by the President or a Vice-President of the Bridge Company, under its corporate seal, may be received by the Trustee as conclusive evidence of the value of any property sold or to be sold and of any other facts mentioned in this Article, and shall be full warrant to the Trustee for its action on the faith thereof; but the Trustee in its discretion, may require any other reasonable evidence in the premises.

ARTICLE SIX

RIGHTS AND REMEDIES OF TRUSTEES AND BONDHOLDERS IN CASE OF DEFAULT.

SECTION 1. *Lien of Detached Coupons Subordinated.* Neither any coupon belonging to any bond hereby secured, nor any claim for interest on any registered bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of, or from, this indenture, except after the prior payment in full of the principal of the bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

SECTION 2. *Entry After Default.* In case (1) default shall be made in the payment of any interest on any bond or bonds secured by this indenture, and any such default shall continue for a period of two months, or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured, or of any Sinking Fund payment, or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Bridge Company, and any such default shall continue for a period of two months after written notice thereof shall have been given to the Bridge Company by the Trustee, or by the holders of a majority in amount of the bonds hereby secured and then outstanding—then and in each and every such case, the Trustee personally, or by its agents and attorneys, may enter into and upon all or any part of the Bridge, tracks, terminals, property and premises, lands, rights, interests and franchises, hereby conveyed, or intended so to be, and each and every part thereof, and may exclude the Bridge Company, its agents and servants, wholly therefrom; and, having and holding the same, may use, operate, manage and control said Bridge, tracks, terminals and other premises, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents, servants or attorneys, to the best advantage of the holders of the bonds hereby secured; and upon every such entry, the Trustee, at the expense of the trust estate, from time to time, either by purchase, repairs or construction, may maintain and restore, and insure or keep insured the rolling stock, tools and machinery and other property, buildings, Bridge and structures erected, or provided for use, in connection with said premises whereof they shall become possessed as aforesaid; and likewise from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements thereto and thereon, as to it may seem judicious; and in such case, the Trustee shall have the right to manage the mortgaged premises and to carry on the business and exercise all rights and powers of the Bridge Company, either in the name of the Bridge Company or otherwise, as the Trustee shall deem best; and it shall be entitled to collect and receive all tolls, earnings, income, rents, issues and profits of the same and every

other part thereof; and after deducting the expenses of operating said Bridge, railroad and terminals, and other premises, and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges upon said premises and property, or any part thereof, as well as just and reasonable compensation for its own services and for all agents, clerks, servants and other employes by it properly engaged and employed in connection therewith, it shall apply the moneys arising as aforesaid as follows:

In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest thereon at the rate of 4½ per cent. per annum; such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, first to the payment of the accrued interest, with interest on the overdue instalments thereof at the rate of 4½ per cent. per annum, in the order of the maturity of the instalments, and next to the payment of the principal of all bonds hereby secured; in every instance such payments to be made ratably to the persons entitled to such payments, without discrimination or preference.

These provisions, however, are not intended in any way to modify the provisions of Section 1 of this Article Six, but are subject thereto.

SECTION 3. *Acceleration of Maturity of Principal.* In case default shall be made in the payment of any interest on any bond or bonds hereby secured, or of any Sinking Fund payment, and any such default shall continue for a period of six months, then, and in every case of such continuing default, upon the written request of the holders of a majority in amount of the bonds hereby secured then outstanding, the Trustee shall, or without such request in its discretion may, by notice in writing delivered to the Bridge Company, declare the principal of all bonds hereby secured and then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, or of Sinking Fund payments, with interest at the rate of 4½ per cent. per annum on overdue instalments of interest, together with all expenses and the reasonable charge of the Trustee, shall either be paid by the Bridge Company or be collected out of the mortgaged premises before any sale of the mortgaged premises shall have been made; then and in every such case the holders of a majority in amount of bonds hereby secured then outstanding, by writ-

ten notice to the Bridge Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture, by foreclosure, entry or otherwise, and such proceeding shall have been discontinued and abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case, the Bridge Company and the Trustee shall be restored to their former position and rights hereunder in respect to the mortgaged premises, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 4. *Power of Sale.* In case (1) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture, and any such default shall continue for a period of six months; or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured or of any Sinking Fund payment; or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Bridge Company, and any such last mentioned default shall continue for a period of six months after a written notice thereof shall have been given to the Bridge Company by the Trustee, or by the holders of a majority in amount of the bonds hereby secured and then outstanding, then and in each and every such case of default, the Trustee, with or without entry, personally or by attorney, in its discretion, may sell to the highest and best bidder all and singular the mortgaged and pledged property and premises, including rights, franchises, interests and appurtenances, and other real and personal property of every kind, and all right, title, interest, claim and demand therein, and right of redemption thereof, in one lot and as an entirety, or otherwise as the court may decree, which sale or sales shall be made at public auction at such place on the premises, or at such other place, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided.

SECTION 5. *Foreclosure.* In case (1) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture and such default shall continue for a period of six months, or in case (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured or of any Sinking Fund payment, or in case (3) default shall be made in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Bridge Company and such default shall continue for a period of six months after a written notice thereof shall have been given to the Bridge Company by the Trustee, then and in every such case the Trustee may forthwith proceed to protect and to enforce its rights and the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific

performance of any covenant or agreement contained herein, or in and of the execution of any power herein granted or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

SECTION 6. *Bondholders may Direct Trustee.* Upon the written request of the holders of a majority in amount of bonds hereby secured and then outstanding, in case of any such continuing default, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds hereby secured; but, anything in this indenture to the contrary notwithstanding, the holders of seventy five per cent. in amount of the bonds hereby secured and then outstanding, from time to time, shall have the right to direct and control the action of the Trustee and the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed or mortgaged or for the foreclosure of this indenture, or for the appointment of a receiver or any other proceeding hereunder.

SECTION 7. *Property to Be Sold as an Entirety.* In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property hereby mortgaged and pledged shall, unless otherwise decreed by the court, be sold in one parcel and in entirety, including all the rights, title, estate, Bridge, railroad, terminals, stations, equipment, franchises, leases, leasehold interest, contracts and other real and personal property of every name and nature; and this provision shall bind the parties hereto and each and every of the holders of the bonds and coupons hereby secured or intended so to be.

SECTION 8. *Notice of Sale Required.* Notice of any such sale pursuant to any provision of this indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week and for four successive weeks prior to such sale in a newspaper published in the City of Paducah, Kentucky, and in a newspaper published in the City of Chicago and in the Borough of Manhattan, City of New York, respectively.

SECTION 9. *Adjournments of Sale.* From time to time the Trustee may adjourn any sale to be made by it under the provisions of this indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and, without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

SECTION 10. *Conveyance to Purchaser.* Upon the completion of any sale or sales under this indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds and other instruments, conveying, assigning and transferring the property and franchises sold. And the Trustee hereby is appointed the true and lawful attorney, irrevocably, of the Bridge Company, in its name and stead to make all necessary deeds and conveyances of property thus sold; and for that purpose it may execute all necessary acts of assignment and transfer, and may substitute one or more persons with like power; the Bridge Company hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless the Bridge Company shall, if so requested by the Trustee, join in the execution and delivery of any such deeds of conveyance, assignment and transfer.

Any such sale or sales made under or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title and interest, claim and demand whatsoever, either at law or in equity, of the Bridge Company, of, in and to the premises sold, and shall be a perpetual bar, both at law and in equity, against the Bridge Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part thereof, from, through or under the Bridge Company, its successors or assigns.

The personal property and chattels conveyed or intended to be conveyed by or pursuant to this indenture shall be real estate for all the purposes of this indenture, and shall be held and taken to be fixtures and appurtenances of the said Bridge and railroad, and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided.

SECTION 11. *Receipt to Purchaser.* The receipt of the Trustee shall be a sufficient discharge to any purchaser of the property or any part thereof, sold as aforesaid, for the purchase money, and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sales.

SECTION 12. *Maturity of Principal in Case of Sale.* In case of any such sale, whether made under the power of sale hereby granted, or pursuant to judicial proceedings, the whole of the principal sums of the bonds hereby secured, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

SECTION 13. *Distribution of Proceeds of Sale.* The purchase money, proceeds or avails of any such sale, whether under the power of sale hereby granted, or pursuant to judicial proceedings, together with any other

sums which then may be held by the Trustee under any of the provisions of this indenture, as part of the trust estate, or the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in managing and maintaining the property hereby conveyed or intended so to be, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other superior liens to which such sales shall have been made subject;

Second. To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, with interest at the rate of 4½ per cent. per annum on the overdue instalments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest, ratably, to the aggregate of such principal and the accrued and unpaid interest; subject, however, to the provisions of Section 1 of this Article Six;

Third. The surplus, if any, shall be paid to the Bridge Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

SECTION 14. *Purchaser May Pay in Bonds.* Upon any such sale by the Trustee or pursuant to judicial proceedings, any purchaser, for or in settlement or payment of the purchase price of the property purchased, shall be entitled to use and apply any bonds, and any matured and unpaid coupons hereby secured (subject, however, to the provisions of Section 1 of this Article), by presenting such bonds and coupons, in order that there may be credited thereon the sums applicable to the payment thereof out of the net proceeds of such sale, after making any deductions which may be made from the proceeds of sale for costs, expenses, compensations and other charges; such purchaser thereupon shall be credited, on account of such purchase price payable by him, with sums applicable out of such net proceeds to the payment of, and credited on, the bonds and coupons so presented; and, at any such sale, any bondholder or bondholders may bid for and purchase such property, and may make payment therefor as aforsaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability.

SECTION 15. *Waiver of Redemption, etc.* The Bridge Company will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law, now or at any time in force in the states of Kentucky or Illinois, or elsewhere; nor will it claim, take or insist on, any benefit or advantage from any law now or hereafter in force providing for the valuation or appraise-

ment of the mortgaged premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right conferred by any statute enacted by the states of Kentucky or Illinois, or otherwise, to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws, and it covenants that it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

SECTION 16. *Trustee Entitled to Appointment of Receiver.* Upon filing a bill of equity, or upon commencement of any other judicial proceedings, to enforce any right of the Trustee or of the bondholders under this indenture, the Trustee shall be entitled to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee upon the occurrence and continuance of default as hereinbefore provided; and, as a matter of contract right hereby stipulated, the Trustee shall be entitled to the appointment of a receiver of the premises hereby mortgaged, and of the earnings, income, revenue, rents, issues, or profits thereof, with such powers as the court making such appointment shall confer.

SECTION 17. *Independent Action of Bondholders Restricted.* No holder of any bond or coupons hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture, or for the execution of any trust thereof, or for the appointment of a receiver, or for any other remedy hereunder, unless the holders of a majority in amount of the bonds hereby secured, then outstanding, shall have made written request upon the Trustee to take action in respect of the matter complained of and shall have afforded to it a reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and the Trustee shall not have taken such action; nor unless, also, they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared, in every case at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

SECTION 18. *Remedies Cumulative.* Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee, or the holders of bonds hereby secured, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 19. *Delay or Omission by Trustee No Waiver.* No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default, continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein, or shall extend to any subsequent default; and every power and remedy given by this Article to the Trustee, or to the Bondholders, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders.

ARTICLE SEVEN.

IMMUNITY OF OFFICERS, STOCKHOLDERS AND DIRECTORS.

No recourse under or upon any obligation, covenant or agreement contained in this indenture, or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer or director of the Bridge Company, or of any successor corporation, either directly or through the Bridge Company, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise; it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the incorporators, stockholders, officers or directors of the Bridge Company, or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this indenture, or in any of the bonds or coupons hereby secured, or implied therefrom; and that any and all personal liability, of every name and nature, and any and all rights and claims against every such stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as part of the consideration for, the execution of this indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE EIGHT

EVIDENCE OF BONDHOLDERS' RIGHTS.

SECTION 1. *Authentication of Instruments.* Any request or other instrument, required by this indenture to be signed and executed by bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by agent

appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, and of the holding by any person of coupon bonds transferable by delivery, shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the Trustee with regard to due action taken by it, under such request or other instrument, if made in the following manner, viz.:

The fact and date of the execution by any person of any such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof; or by an affidavit of a witness to such execution.

The amount of coupon bonds transferable by delivery, held by any person executing any such request or other instrument as a bondholder, and the amount and issue numbers of the bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing therein that at the date therein mentioned such person had on deposit with such depositary the bonds described in such certificate, or may be proved in such other or different manner as may be satisfactory to the Trustee. The ownership of registered coupon bonds or of registered bonds without coupons shall be proved by the registers of such bonds.

SECTION 2. *Apparent Title to Bonds.* The Bridge Company and the Trustee may deem and treat the bearer of any coupon bond hereby secured, which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof and for all other purposes; and neither the Bridge Company nor the Trustee shall be affected by any notice to the contrary.

The Bridge Company and the Trustee may deem and treat the person in whose name any registered bond without coupons issued hereunder shall be registered upon the books of the Bridge Company, as hereinbefore provided, as the absolute owner of such bond, for the purpose of receiving payment of, or on account of, the principal and interest of such bond, and for all other purposes, and may deem and treat the person in whose name any coupon bond shall be so registered as the absolute owner thereof, for the purpose of receiving payment of, or on account of, the principal thereof, and for all other purposes except to receive payment of interest represented by outstanding coupons; and all such payments so made to any registered holder for the time being, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

ARTICLE NINE

CONCERNING THE TRUSTEE.

SECTION 1. *Immunities and Compensation.* The Trustee shall not be answerable for the default or the misconduct of any agent, attorney or employe appointed by it in pursuance hereof, if such agent, attorney or employe shall have been selected with reasonable care, or for anything whatever in connection with this trust instrument except wilful misconduct or gross negligence. Any damage which the Trustee may sustain, notwithstanding the exemption herein contained, shall be deemed a part of the reasonable expenses of the Trustee. The Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trusts hereby created which, in the opinion of the Trustee, shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it reasonable indemnity satisfactory to it against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, including any default under any agreement assigned to the Trustee as security hereunder, unless notified in writing of such default by the holders of at least five per cent. in amount of the bonds hereby secured then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of not less than a majority in amount of the bonds hereby secured, then outstanding, and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding, but the foregoing provisions of this section are intended only for the protection of the Trustee, and shall not be construed to limit or affect any discretion or power by any provision of this indenture given to the Trustee to determine whether or not it shall take action in respect of any default, without such notice or request from bondholders, or to affect any other discretion or power given to the Trustee. Any action taken by the Trustee upon the request of any person who at the time is the owner of any bond or bonds or coupon or coupons hereby secured, shall be conclusive and binding upon all future owners of the same bond or bonds, coupons or coupons.

The Trustee shall not be responsible for the recording of this or any supplemental indenture and shall not be required to file, renew or continue the same as a chattel mortgage, the Bridge Company covenanting and agreeing to record the same as a mortgage of real property.

It shall not be any part of the duty of the Trustee to effect insurance against fire or other damage on any portion of the mortgaged property or to renew any policies of insurance, or to keep the mortgaged premises free from the lien of any taxes, charges or assessments, or to make any payments on account thereof.

The Trustee shall not be responsible for the collection or non-collection of any insurance money in any event, but only for such insurance money as shall come into its hand, nor shall the Trustee be responsible for the amount of insurance carried by the Bridge Company. In case of any

loss covered by any insurance policy, any appraisement or adjustment thereof and settlement or payment of indemnity therefor, which may be agreed upon between the insurance company and the Bridge Company may be consented to and accepted by the Trustee, which shall in no way be liable or responsible for such adjustment.

The Trustee shall not be responsible in any manner whatsoever for the validity hereof, or of the said bonds or for the priority thereof, or for the amount or the extent of the security afforded by the property covered hereby, or for the recitals herein or in said bonds contained; nor shall it be accountable for the use of any bonds certified and delivered by the Trustee hereunder or for the application of the proceeds of such bonds.

The Trustee may acquire bonds secured hereby with the same rights which it would have if it were not Trustee.

All moneys coming into the hands of the Trustee hereunder may be treated by it until such time as it is required to pay out the same, as a special deposit, without any liability for interest save such as during that time it allows to its general depositors in its banking department.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, and the Bridge Company agrees to pay such compensation as well as all expenses, including court costs and reasonable attorneys' fees necessarily incurred or disbursed by the Trustee hereunder, from time to time upon demand; and for the payment of such compensation and expenses the Trustee shall have a first lien on all the property mortgaged hereunder. The Trustee shall be protected in acting upon any notice, request, consent, certificate, resolution, affidavit, bond or other paper or document believed by it to be genuine and to have been passed or signed by the proper party.

The Trustee may advise with counsel, including counsel of the Bridge Company, and the opinion of counsel shall be a full protection and justification for anything done or suffered to be done in accordance with such opinion.

SECTION 2. *Resignation or Removal.* The Trustee, or any trustee or trustees hereafter appointed, may resign, and may be discharged from the trusts created by this indenture by serving upon the Bridge Company forty days' notice in writing, addressed to the Bridge Company, and to the bondholders, specifying a date when such resignation shall take effect, which notice shall be published by the Bridge Company, at least once, on a day not less than thirty days nor more than sixty days prior to the date so specified, in a newspaper at that time published, respectively, in the City of Chicago and in the Borough of Manhattan, City of New York, and in the City of Paducah, Kentucky. Such resignation shall take effect on the day specified in such notice, unless previously a suc cessor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument

in writing under the hands of the holders of two-thirds in amount of the bonds hereby secured and then outstanding. Such instrument shall be executed in duplicate, and one original thereof shall be lodged with the Bridge Company and the other with the Trustee so removed.

SECTION 3. *Appointment of Successor Trustee.* In case at any time the Trustee, or any successor trustee, shall resign or shall be removed or otherwise shall be or become incapable of acting, a successor or successors may be appointed by the holders of a majority in amount of the bonds hereby secured then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by the bondholders as herein authorized, the Bridge Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill such vacancy; *provided, however,* that every such trustee shall be a trust company in good standing, having an office in the City of Chicago or in the Borough of Manhattan, City of New York, if there be such a company willing and able to accept the trust upon reasonable and customary terms.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the trustee last in office and also to the Bridge Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the successor trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so resigning or removed, subject, nevertheless, to any lien which the retiring trustee may have pursuant to any provision hereof; and, upon request of any such successor trustee, the Bridge Company shall make, execute, acknowledge and deliver any and all deeds, conveyances, assignments or instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such estates, properties, rights, powers and duties.

ARTICLE TEN.

SUNDRY PROVISIONS.

SECTION 1. *Covenant to Bind Successors or Assigns.* All the covenants, stipulations, promises and agreements in this indenture contained, by or in behalf of the Bridge Company, shall bind, or inure to the benefit of, its successors or assigns, whether so expressed or not.

SECTION 2. *Definition of Terms.* Except when otherwise indicated, the words "the Trustee" or "said Trustee" or any other equivalent term, as used in this indenture, shall be held and construed to mean the Trustee, for the time being, whether original or successor; the words "Bond," "Bondholder" and "holder" shall include the plural as well

as the singular number, and the term "majority" shall signify "majority in amount," whether or not so expressed.

Union Trust Company, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereinbefore set forth.

In witness whereof, as of the day and year first above written, Paducah & Illinois Railroad Company, the party hereto of the first part, has caused this indenture to be signed, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized; and Union Trust Company, the party hereto of the second part, has caused these presents to be signed, and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized.

[SEAL] Paducah & Illinois Railroad Company,
(L. S.) *By* HALE HOLDEN,
Attest: *President.*
J. H. AMBROSE,
Secretary.

[SEAL] Union Trust Company,
(L. S.) *By* F. H. RAWSON,
Attest: *President.*
R. F. CHAPIN.
Secretary.

U. S. Revenue stamps to the amount of $1750. affixed and cancelled Dec. 24, 1915.

STATE OF ILLINOIS, } ss.
COOK COUNTY. }

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that Hale Holden, with whom I am personally acquainted and to me known to be the President of Paducah & Illinois Railroad Company, whose name is signed to the within and foregoing mortgage of Paducah & Illinois Railroad Company to Union Trust Company, as Trustee, dated the first day of July, 1915, has this day personally appeared before me in the County aforesaid and produced before me said mortgage, and that he did then and there acknowledge the same before me in the County aforesaid and declared that he signed, sealed and delivered the same as President of Paducah & Illinois Railroad Company, the within named mortgagor, and for and on behalf of said Company as its free and voluntary act and deed, and as his own free and voluntary act as such President, for the uses and purposes therein set forth, having as such President signed his name thereto and affixed the corporate seal of said Company; and that he has caused the same to be duly attested by J. H. Ambrose, the Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Paducah & Illinois Railroad Company.

I do further hereby certify that J. H. Ambrose, with whom I am personally acquainted and to me known to be the Secretary of Paducah

& Illinois Railroad Company, whose name also is signed to the within and foregoing mortgage to Union Trust Company, as Trustee, dated the first day of July, 1915, as hereinbefore referred to, has also this day personally appeared before me in the County aforesaid and produced to me the said mortgage and that he did then and there acknowledge the same and he declared that, by the direction of Hale Holden, as President of Paducah & Illinois Railroad Company and under and pursuant to the authority conferred by the Board of Directors of said Company, he, the said J. H. Ambrose, has duly attested said mortgage and signed his name to said attestation.

Given under my hand and notarial seal this 23rd day of December, 1915.

My commission expires Oct. 4, 1918. W. S. BURLEY,
[SEAL] *Notary Public* in and for Cook County,
State of Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Harry L. Rickard, a Notary Public in and for the State and County aforesaid, do hereby certify that F. H. Rawson, as President of Union Trust Company, whose name is signed to the within and foregoing mortgage of Paducah & Illinois Railroad Company to Union Trust Company, as Trustee, dated the first day of July, 1915, has this day personally appeared before me in the County aforesaid and that he did then and there acknowledge the same to be the free and voluntary act and deed of said Union Trust Company, the within named mortgagee, and as his own free and voluntary act and deed as such President, for the uses and purposes therein set forth, that he did as such President sign his name thereto and affix the corporate seal of said Company and that he has caused the same to be duly attested by R. F. Chapin, the Secretary of said Company, all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Union Trust Company.

And I do further certify that R. F. Chapin, with whom I am personally acquainted, and to me known to be the Secretary of Union Trust Company, whose name also is signed to the within and foregoing mortgage to said Company, dated the first day of July, 1915, has also this day personally appeared before me in the County aforesaid and produced to me said mortgage and that he did then and there acknowledge the same and declare that, by direction of F. H. Rawson, as President of Union Trust Company, and under and pursuant to the authority conferred by the Board of Directors of said Company he, said R. F. Chapin, has duly attested said mortgage and has signed his name to said attestation.

Given under my hand and notarial seal this 24th day of December, 1915.

My commission expires April 11th, 1916. HARRY L. RICKARD,
[SEAL] *Notary Public* in and for Cook County,
Doc. 699. State of Illinois.

STATE OF ILLINOIS, } SS.
MASSAC COUNTY. }

Arthur H. Finley, Clerk of the Circuit Court, and ex-officio Recorder, within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing was filed for record on the 27th day of December, A. D. 1915, at 10 o'clock A. M., and duly recorded in volume 6 of Mtges. on page 362.

In testimony whereof, I have hereunto set my hand the day and date aforesaid.

ARTHUR H. FINLEY,
Clerk.

By.....
Deputy Clerk.

STATE OF KENTUCKY, } SCT.
COUNTY OF MCCRACKEN. }

I, Gus G. Singleton, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing Mortgage from Paducah & Illinois Railroad Company to Union Trust Company was lodged for record on the 27th day of December, 1915, and I have recorded the same, together with this and the foregoing certificate, in my office.

Given under my hand this 28th day of December, 1915.

GUS G. SINGLETON,
Clerk.

By.....
D. C.

STATE OF KENTUCKY, } SCT.
COUNTY OF MCCRACKEN. }

I, Gus G. Singleton, Clerk of the County Court for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of an instrument of writing of record in my office in Mortgage book #52 at page 360.

Given under my hand and seal of office, this the 28th day of December, 1915.

GUS G. SINGLETON,
[SEAL] *Clerk* McCracken County, Ky., Court.

EXHIBIT 5

AGREEMENT, July 1, 1915, between the Chicago, Burlington & Quincy Railroad Company of the first part, and The Nashville, Chattanooga & St. Louis Railway of the second part. Relating to contributions to and division of surplus and deficit of Paducah & Illinois Railroad Company.

This Instrument, Made this, the first day of July, 1915, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and The Nashville, Chattanooga & St. Louis Railway,

a corporation organized and existing under and by virtue of the laws of the State of Tennessee, a party of the second part,

Witnesseth:

Whereas, on the first day of September, 1914, an agreement was entered into by and between Paducah & Illinois Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, as party of the first part, hereinafter called the Bridge Company, and the Chicago, Burlington & Quincy Railroad Company, and The Nashville, Chattanooga & St. Louis Railway, hereinafter called the Railway Companies, parties of the second part, and the Union Trust Company, of Chicago, Illinois, a corporation of the State of Illinois, as party of the third part, for the construction, maintenance and operation of a railroad bridge across the Ohio river, at or near Metropolis, Illinois, and certain railroad tracks from the southern terminus of said bridge connecting with the tracks of The Nashville, Chattanooga & St. Louis Railway at Paducah, Kentucky, which said agreement of September 1, 1914, has been modified in certain respects by a supplemental agreement of even date herewith, copies of which Agreement and Supplemental Agreement are hereto attached and made a part hereof marked "Exhibit A"; and

Whereas, in Section 1, Article II of said Agreement of September 1, 1914, it is provided as follows:

"Each of the Railway Companies hereby covenants and agrees with the Bridge Company, with the Trustee Company, and with the other Railway Company, as follows, viz:

The Bridge Company shall, from time to time, fix, publish and collect, reasonable and lawful tolls, charges and compensation for the transportation of freight and passengers and other property over said bridge and railroad and for the use of said facilities by the Railway Companies, and in the event that it becomes impracticable for any reason, for said Bridge Company so to do and the Railway Companies or either of them, may lawfully publish and collect said tolls and charges, then the Railway Companies or either of them shall publish, collect and pay the same over to the Bridge Company.

The Bridge Company covenants and agrees to apply said revenue and pay said tolls, rentals, charges and compensation, received by it, in the following order, to-wit:

1st. To the cost and expense incurred by the Bridge Company during each month in the operation, maintenance and repair of the facilities (after applying to such renewal and repairs any sums which may have been received on account of insurance) and including all salaries, wages, supplies, insurance and rentals and all other expenses whatsoever during such month not otherwise herein expressly provided for, and further, including all loss and damage to the facilities covered by insurance, but excluding such loss and damage to the bridge as prevents the use thereof.

2d. To the payment of all taxes, rates, benefits, assessments or other Governmental charges of any kind, upon or on account of said bridge, railroad and facilities.

3d. To the payment of the interest as it may become due and payable, upon any bonds that shall have been issued and that may be outstanding under said First Mortgage of the Bridge Company.

4th. To any sinking fund or premium payment, payable by said Bridge Company under the terms of its said First Mortgage.

5th. To the payment of dividends on any preferred stock, issued as in Section 5 of this Article provided.

In the event that the revenue received by the Bridge Company from said tolls, charges, rentals and compensation, shall at any time be insufficient to promptly make the payments or any of them, aforesaid, then each of the Railway Companies shall pay to the Bridge Company one-half of all sums necessary and at the time specified, to enable it to make the payments above mentioned,'' which said section is modified by Supplemental Agreement of this date; and

Whereas, in Section 5 of Article II of said Agreement of September 1, 1914, it is provided as follows:

''SECTION 5. Whenever the Railway Companies shall make any payments to the Bridge Company pursuant to Section 2 of this Article on account of the principal of said First Mortgage Bonds of the Bridge Company, or whenever any payment is made to the sinking fund either by the Bridge Company out of its income or by the Railway Companies pursuant to Section 1 of this Article, then the Bridge Company shall issue and shall deliver to the Railway Companies preferred stock of the Bridge Company to an amount at par equal to such payment. Such preferred stock shall be entitled to receive dividends payable semi-annually at the rate of and limited to 4½% per annum, before any dividends shall be declared on the common stock, and said dividends shall be cumulative; and on the dissolution of the Bridge Company, whether voluntarily or otherwise, the holders of the preferred stock shall be entitled to have their shares redeemed at par before any distribution of any part of the assets of the Company shall be made to the holders of the common stock. The preferred stock shall not be entitled to a vote,''

Whereas, on account of the method of constructing rates for the transportation of traffic from points north of the Ohio River to points south thereof, and vice versa, the said tolls, rentals, charges and compensation received by the Bridge Company will necessarily reduce the revenues which one or both of the railroads, parties to this agreement, would otherwise have received for such transportation, and will in that sense be contributed from the revenues of one or both of said railroads; and

Whereas, it is provided in said Section 1 of Article II of said agreement of September 1, 1914, as modified by said Supplemental Agreement of this date, that in case the revenue received by the Bridge Company from its said tolls, rentals and compensation shall be insufficient to promptly make the payments therein provided: That is to say, 1st—its operating expenses; 2nd—taxes, rates, benefits, assessments or other governmental charges against its property; 3rd—interest on bonds as it may become due and payable; 4th—sinking fund or premium payments under the terms of its First Mortgage; and 5th—dividends on preferred stock issued as provided

in said Section 5 of Article II of said agreement of September 1, 1914, then the Railway Companies shall pay to the Bridge Company all sums necessary and at the time specified to enable the Bridge Company to make the payments above mentioned; and

Whereas, it is desired by each of said Companies that there shall be a definite and specific understanding between them; first, determining how and in what proportion the preferred stock, to be issued on account of any payment made to the sinking fund by the Bridge Company out of its income or out of sums paid by the Railway Companies, as provided in Section 5 of Article II of said original agreement as modified by the Supplemental Agreement of this date, shall be so issued and delivered to each Railway Company; second, in what proportion any deficit shall be paid by each Railway Company; and third, in what proportion any surplus of the Bridge Company shall be distributed between the Railway Companies;

Now, therefore, in consideration of the premises, it is agreed as follows:

I.

Statements shall be prepared each calendar month by the Bridge Company, and a copy thereof delivered to each of the parties hereto, showing the amount of revenue received by it from its tolls, rentals and compensation for the preceding calendar month, and also showing what proportion thereof has been contributed respectively from the revenues of each of the parties hereto. A similar statement for each fiscal year shall be furnished by the Bridge Company to each of the parties hereto.

II.

In the event that the revenue received by the Bridge Company for any calendar month from its tolls, rentals, charges and compensation shall be insufficient to make the payments chargeable to such calendar month provided for in said Section 1 of Article II of said agreement of September 1, 1914, as modified by Supplemental Agreement of this date, the deficit shall be paid by the parties to this agreement in the same proportion as it may be ascertained under the preceding paragraph that such revenue of the Bridge Company shall have been contributed to for such calendar month from the revenues of eeach of the parties hereto respectively. Such payments so made by each of the parties hereto shall constitute a floating indebtedness of the Bridge Company and shall be liquidated by the Bridge Company out of its future revenues before there shall be any distribution of surplus as hereinafter provided.

III.

In the event, at the tremination of any fiscal year, there shall be a surplus from the operations of the Bridge Company, after making the payments provided for in said section 1 of Article II of the agreement of September 1, 1914, as modified by Supplemental Agreement of this date, and after paying any previous deficits as provided for in paragraph II of this agreement, such surplus shall be divided between the parties hereto

in the proportion which each of them has contributed from its revenues to the revenues of the Bridge Company, as ascertained by the statements provided for in paragraph I hereof.

IV.

When any preferred stock shall be issued by the Bridge Company under Section 5 of Article II of said agreement of September 1, 1914, as modified by Supplemental Agreement of this date, either on account of payments made to the sinking fund by the Bridge Company out of its revenues from operation, or out of sums paid by the parties hereto, such preferred stock shall be issued and delivered to each of the Railway Companies parties hereto, in the same proportion which each of them has contributed from its revenues to the revenues of the Bridge Company for the fiscal year during which such payments to the sinking fund have been made, as ascertained by the statements provided for in paragraph I hereof.

V.

The term "deficit" when used in this agreement, shall signify the amount by which the revenue received by the Bridge Company is insufficient to make the payment provided for in Section 1 of Article II of the agreement of September 1, 1914, as modified by the Supplemental Agreement of this date, and the term "surplus," whenever it appears shall signify the amount of revenue remaining after said payments shall have been deducted therefrom.

VI.

This Instrument shall remain in force during the term of the operating agreement and agreement supplemental thereto herein referred to and made a part hereof, and shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

In witness whereof, each party hereto has caused this Instrument, and an Instrument of like tenor and even date, to be executed by its President, and its corporate seal to be affixed and attested by its Secretary, both thereunto duly authorized, the day and year first above written.

Chicago, Burlington & Quincy Railroad Company

[SEAL] *By* HALE HOLDEN,
President.

Attest:
T. S. HOWLAND,
Secretary.

The Nashville, Chattanooga & St. Louis Railway

[SEAL] By JNO. HOWE PEYTON,
President.

Attest:
T. A. CLARKSON,
Secretary.

CONTRACT Dated April 29, 1926, effective January 1, 1926, between Paducah & Illinois Railroad Company, party of the first part, The Nashville, Chattanooga and St. Louis Railway, and Chicago, Burlington and Quincy Railroad Company and Illinois Central Railroad Company, parties of the second part, and Union Trust Company, of Chicago, Illinois party of the third part.

Amending sections 1, 2, 3, and 5 of article II of the "construction and operating agreement" dated September 1, 1914, cancelling sections 1 and 3 of "Supplemental Agreement" dated July 1, 1915, and cancelling "Division of Surplus and Deficit Agreement" dated July 1, 1915.

THIS AGREEMENT, made and entered into this Twenty-ninth day of April, 1926, by and between the Paducah & Illinois Railroad Company, a corporation, organized and existing under and by virtue of the laws of the State of Kentucky, hereinafter called the "Bridge Company," as party of the first part, The Nashville, Chattanooga and St. Louis Railway, a corporation, organized and existing under and by virtue of the laws of the State of Tennessee; the Chicago, Burlington & Quincy Railroad Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois; and the Illinois Central Railroad Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois, as parties of the second part, hereinafter referred to as the "Railway Companies"; and the Union Trust Company, of Chicago, Illinois, a corporation of the State of Illinois, hereinafter called the "Trustee Company," as party of the third part;

Witnesseth: That,

Whereas, the said above named parties did on the 10th day of January, A. D. 1923, enter into a certain agreement in writing of that date, but by its terms made effective as of 12:01 A. M., September 1, 1920, which said agreement referred to the following contracts, agreements and trust agreements attached thereto and made a part thereof and marked in order, respectively, Exhibits 1, 2, 3, 4, and 5, to-wit:

Exhibit No. 1. Construction and Operating Agreement, dated September 1, 1914.

Exhibit No. 2. Supplemental Agreement, dated July 1, 1915.

Exhibit No. 3. Stock Trust Agreement, dated July 1, 1915.

Exhibit No. 4. Trust Deed Agreement, dated July 1, 1915.

Exhibit No. 5. Division of Surplus and Deficit Agreement, dated July 1, 1915.

and,

Whereas, the said agreement dated the 10th day of January, 1923, and the said contracts, agreements and trust agreements therein and hereinabove referred to are still in force and effect among the parties hereto; and,

Whereas, the parties hereto are desirious of changing some of the provisions of said contracts, as hereinafter set forth, and the said Railway Companies are desirous of cancelling and annuling said agreement dated July 1, 1915, designated as the "Division of Surplus and Deficit Agreement," Exhibit No. 5 aforesaid;

Now therefore, in consideration of the premises and of the mutual covenants and agreements of the parties hereto as hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I.

It is expressly agreed by and between all of the parties hereto that Sections 1, 2, 3, and 5 of Article II of the "Construction and Operating Agreement," dated September 1, 1914, Exhibit 1, shall be and the same are hereby amended to read as follows, and as so amended shall from January 1, 1926 be taken and considered as Sections 1, 2, 3 and 5 of Article II as therein written.

"SECTION 1. It is hereby covenanted and agreed by and between each of said Railway Companies with each other and with the Bridge Company, and by and between said Bridge Company and each of said Railway Companies, the said Trustee Company consenting thereto, as follows, viz:

"(a). The Bridge Company shall, from time to time, fix and publish reasonable and lawful tolls and charges covering the transportation of freight and passengers and other property over said bridge and railroad and the use of said facilities; or, the Railway Companies, or either of them, may fix and publish said tolls and charges covering the transportation of freight and passengers and other property over said bridge and railroad and the use of said facilities of the Bridge Company.

"(b). The Railway Companies hereby agree that they will pay to the Bridge Company for the transportation of freight and passengers and other property over said bridge and railroad by or for said Railway Companies, and for the uses of said facilities by said Railway Companies, a sum of money which shall be sufficient to enable the Bridge Company to pay, and the Bridge Company covenants and agrees that it will apply and pay said sum so received by it, in the following order, to-wit:

"1st. To the cost and expense incurred by the Bridge Company during each month in the operation, maintenance and repair of the facilities (after applying to such renewal and repairs any sums which may have been received on account of insurance, and to the cost and expense of operation, maintenance and repair of the facilities any revenue received by it from sources other than said Railway Companies) and including all salaries, wages, supplies, insurance and rentals and all other expenses whatsoever incurred in the operation, maintenance and repair of said facilities during such month not otherwise herein expressly provided for.

"2nd. To the payment of all taxes, rates, benefits, assessments or other Governmental charges of any kind, upon or on account of said bridge, railroad and facilities.

"3rd. To the payment of the interest as it may become due and payable, upon any bonds that shall have been issued and that may be outstanding under said First Mortgage of the Bridge Company.

"(c). All freight and passengers, and other property transported over said bridge and railroad by or for each of said Railway Companies, and all use made of said facilities by each of said Railway Companies, shall

be calculated at the said published tolls and charges applicable thereto, and each of the said Railway Companies hereby covenants and agrees that it will pay to the Bridge Company, monthly, within ten days after the receipt of bills therefor from the Bridge Company, such proportion of any and all sums from time to time required by the Bridge Company to make the payments specified in items 1st, 2nd, and 3rd of the foregoing paragraph (b), as the total amount of tolls and charges calculated on the freight and passengers and other property transported over said bridge and railroad by or for it, and on the uses made by it of said facilities, bears to the total amount of tolls and charges calculated on all freight and passengers and other property transported over said bridge and railroad by all of said Railway Companies, and on the uses made of said facilities by all of said Railway Companies during the month covered by such bills; Provided, that the amount payable to the Bridge Company by each of said Railway Companies on account of interest on bonds of the Bridge Company as specified in item 3rd of paragraph (b) hereof shall be computed in like manner and upon the same basis, except that for said item 3rd the nearest convenient six months shall be taken as the period for which the computation shall be made instead of one month as above provided.

"(d). The Bridge Company shall for each calendar month prepare and render to each of said Railway Companies itemized bills showing in detail all freight and passengers and other property transported over said bridge and railroad by or for each of said Railway Companies and all uses made of said facilities by each of said Railway Companies during the month covered by such bills, and showing the amounts (computed as hereinabove provided) payable to the Bridge Company by each of said Railway Companies on account of (1) expenses, (2) taxes, and (3) interest, as specified in items 1st, 2nd and 3rd of paragraph (b) hereof; Provided, that payments by the Railway Companies on account of said item 3rd of paragraph (b) hereof as and when required by the Bridge Company shall be computed upon the nearest convenient six months period as hereinabove provided. Payment of such bills by the said Railway Companies shall not be delayed for errors which are not serious and important, but such bills shall be paid promptly by said Railway Companies as rendered notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills. Similar statements covering each fiscal year shall be prepared by the Bridge Company and a copy thereof furnished by it to each of said Railway Companies.

"§ 2. (a). On the day when any of said First Mortgage Bonds of the Bridge Company shall become due and payable, either by their terms or by acceleration of payment as provided in the said bonds or in said mortgage, each Railway Company agrees to pay to the Bridge Company a sum equal to one-third of the principal of said First Mortgage Bonds payable on such date.

"(b) The said Railway Companies hereby covenant and agree with each other and with said Bridge Company that they will subscribe during

each year for an amount of the preferred stock of the Bridge Company which shall be equal at par to the amount of the sinking fund payments required to be made by the Bridge Company in each year under its said First Mortgage (each of said Railway Companies agreeing to subscribe for one third of said amount of said preferred stock), and each of said Railway Companies agrees to pay into the treasury of the Bridge Company on account of such subscription to said preferred stock, as and when required by the Bridge Company during each year, one-third of the amount of the sinking fund payments required to be made by the Bridge Company under its said First Mortgage during such year.

"§ 3. In case either of the said Railway Companies shall make default in the payment of any sum which shall be payable by such Railway Companies as provided in Section 1 and Section 2 hereof, then the sum which such Railway Company in default failed to pay shall be paid by the other Railway Companies parties hereto upon demand of the Bridge Company; or, if the Bridge Company be in default as hereinafter specified under its said First Mortgage, then except as to payments under par. (b) of Section 2 of this Article, and Section 5 of this Article, to the Trustee Company upon its demand.

"The obligation of each Railway Company to make the payments specified in this Section is absolute and unconditional.

"No termination or suspension of any rights of either Railway Company pursuant to any provision of this agreement, or otherwise, shall limit or affect the obligation of the Railway Company whose rights are terminated or suspended or the obligation of the other Railway Companies to pay the said several sums. Each of the Railway Companies agree that it will make the several payments by it to be made as aforesaid absolutely and unconditionally, without deduction for any set-off or counterclaim or other excuse, during such full term.

"Except as provided in Section 4 of this Article II, the several sums payable by each of the Railway Companies under the foregoing provisions of Sections 1 and 2 of this Article shall be payable to the Bridge Company or pursuant to its written order, either at the office of the Bridge Company at Paducah, Kentucky, or at an agency or despositary elsewhere to be designated by the Bridge Company by a written notice to each Railway Company, stating the sum to be paid by it and the date and place of payment, which notice shall be given by the Bridge Company to each Railway Company at least ten days prior to the date when such sum shall be payable. Each sum payable to the Bridge Company under any of the foregoing provisions of this section shall be set apart by it upon special trust, to apply the same to the payment of the interest or principal of bonds, sinking fund, or other obligations, or the taxes, rates, benefits, assessments or other governmental charges in respect of which such sum became payable hereunder, or to reimburse the Bridge Company to the extent it shall have paid any of said items out of its other funds.

"§ 5. Whenever the Railway Companies shall make any payments to the Bridge Company pursuant to Section 2 of this Article on account of the principal of said First Mortgage Bonds of the Bridge Company,

or on account of the sinking fund payments required to be made by the Bridge Company under its said First Mortgage, then the Bridge Company shall issue and shall deliver to the Railway Companies preferred stock of the Bridge Company to an amount at par equal to the par value of the bonds purchased for the sinking fund in any year. Such preferred stock shall be entitled to receive dividends payable semi-annually at the rate of and limited to 4½% per annum before any dividends shall be declared on the common stock, and said dividends shall be cumulative; and on the dissolution of the Bridge Company, whether voluntarily or otherwise, the holders of the preferred stock shall be entitled to have their shares redeemed at par before any distribution of any part of the assets of the Bridge Company shall be made to the holders of the common stock. The preferred stock shall not be entitled to a vote."

ARTICLE II.

It is expressly agreed by all of the parties hereto that the agreement dated the first day of July, 1915, entered into by and between the Chicago, Burlington & Quincy Railroad Company and The Nashville, Chattanooga & St. Louis Railway, designated as "Division of Surplus and Deficit Agreement," Exhibit No. 5, is hereby cancelled and terminated as of the 31st day of December, 1925.

ARTICLE III.

It is expressly agreed by and between the parties hereto that Section 1 and Section 3 of said Supplemental Agreement, dated July 1, 1915, Exhibit No. 2, shall be and the same are hereby cancelled and terminated as of the 31st day of December, 1925.

ARTICLE IV.

The sums payable by said Railway Companies under said original agreement dated September 1, 1914, as herein modified, and under said Supplemental Agreement dated July 1, 1915, as herein modified, and under this agreement itself, are hereby assigned to the Union Trust Company, Trustee under said First Mortgage of the Bridge Company, as additional security on said mortgage, subject, however, to the provisions of said original agreement of September 1, 1914, and of said Supplemental Agreement dated July 1, 1915, as modified by this agreement.

ARTICLE V.

It is further agreed by and between said Bridge Company, party of the first part hereto, and said Railway Companies, parties of the second part hereto, and by each of said Railway Companies with each other and with the Bridge Company, that this agreement shall not be changed, nor shall any provisions hereof be modified or altered, without the consent of said Bridge Company and said Railway Companies and each of them, and that this agreement shall be binding upon the said Bridge Company and said Railway Companies and each of them, and their lessees, successors and assigns, respectively.

ARTICLE VI.

Except as herein modified the said Construction and Operating Agreement, dated September 1, 1914, the said Supplemental Agreement dated July 1, 1915, the said Stock Trust Agreement dated July 1, 1915, the said Trust Deed Agreement dated July 1, 1915, and the said agreement dated January 10, 1923, shall remain in full force and effect and be binding upon the parties hereto, their lessees, successors and assigns, respectively.

ARTICLE VII.

The Trustee Company enters into this agreement for the sole purpose of signifying its assent to this agreement as an agreement between said first party and said second parties hereto, but with the express understanding and agreement that nothing in this agreement contained shall be construed as changing or modifying in any respect the obligations of the Bridge Company and/or of the said Railway Companies and/or of either of them, made and entered into for the benefit and protection of the bondholders under said First Mortgage of the Bridge Company as set forth in said existing agreements, and that said existing agreements as between said Trustee Company and said Bridge Company and/or said Railway Companies, and each of them, shall stand and be enforcible for the benefit and protection of the bondholders under said First Mortgage of the Bridge Company with the same force and effect as if this agreement had not been made.

In witness whereof, the parties hereto have caused this agreement to be executed in quintuplicate and by their duly authorized officers, the day and year first above written.

Paducah & Illinois Railroad Company,
[SEAL] *By* HALE HOLDEN,
President.

Attest:
E. J. ALDEN, *Assistant Secretary.*

The Nashville, Chattanooga and St. Louis Railway,
[SEAL] *By* J. B. HILL,
President.

Attest:
D. S. HUGGINS, *Assistant Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN,
Attest: *President.*
C. I. STURGIS, *Secretary.*

Illinois Central Railroad Company,
[SEAL] *By* A. E. CLIFT,
Attest: *Senior Vice President.*
BURT A. BECK, *Assistant Secretary.*

[SEAL] Union Trust Company, *as Trustee,*
Attest: *By* C. R. HOLDEN,
R. F. CHAPIN, *Secretary.* *Vice President.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, *do hereby certify* that Hale Holden, as President of the above named Paducah & Illinois Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Paducah & Illinois Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by E. J. Alden, Assistant Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Paducah & Illinois Railroad Company.

Given under my hand and notarial seal, this 29th day of April, 1926.

My commission expires March 22, 1927.

[SEAL] A. D. McLANE,

Notary Public in and for the County of Cook, State of Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, *do hereby certify* that E. J. Alden, with whom I am personally acquainted and to me known to be the Assistant Secretary of the Paducah & Illinois Railroad Company, whose name is signed to the within and foregoing instrument, has this day personally appeared before me in the County aforesaid, produced to me the said instrument, and then and there acknowledged the same and declared that she did duly attested said instrument and did sign her name to said attestation.

Given under my hand and notarial seal, this 29th day of April, 1926.

My commission expires March 22, 1927.

[SEAL] A. D. McLANE,

Notary Public in and for said County and State.

STATE OF TENNESSEE, }
COUNTY OF DAVIDSON. } ss.

I, R. T. Saunders, a Notary Public in and for the State and County aforesaid, *do hereby certify* that J. B. Hill as President of the above named The Nashville, Chattanooga & St. Louis Railway, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said The Nashville, Chattanooga & St. Louis Railway, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the

corporate seal of said Railway and has caused the same to be duly attested by D. S. Huggins, Asst. Secretary of said Railway; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said The Nashville, Chattanooga & St. Louis Railway.

I do further certify that D. S. Huggins, with whom I am personally acquainted and to me known to be the Asst. Secretary of said The Nashville, Chattanooga & St. Louis Railway, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 13th day of May, 1926.

My commission expires January 2, 1927.

[SEAL] R. T. SAUNDERS,

Notary Public in and for said County and State.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, A. D. McLane, a Notary Public in and for the State and County aforesaid, *do hereby certify* that Hale Holden, as President of the above named Chicago, Burlington & Quincy Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Chicago, Burlington & Quincy Railroad Company, and as his own free and voluntary act as such President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by C. I. Sturgis, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Chicago, Burlington & Quincy Railroad Company.

I do further certify that C. I. Sturgis, with whom I am personally acquainted and to me known to be the Secretary of said Chicago, Burlington & Quincy Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to the said attestation.

Given under my hand and notarial seal, this 29th day of April, 1926.

My commission expires March 22, 1927.

[SEAL] A. D. MCLANE,

Notary Public in and for the County of Cook, State of Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, A. E. L. Gareiss, a Notary Public in and for the State and County aforesaid, *do hereby certify* that A. E. Clift, as Senior Vice President of the above named Illinois Central Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, personally appeared before me this day in the County aforesaid, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of said Illinois Central Railroad Company, and as his own free and voluntary act as such Senior Vice President for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by Burt A. Beck, Asst. Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Illinois Central Railroad Company.

I do further certify that Burt A. Beck, with whom I am personally acquainted and to me known to be the Asst. Secretary of said Illinois Central Railroad Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid, produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 3rd day of May, 1926.

My commission expires September 4, 1927.

[SEAL] A. E. L. GAREISS,

Notary Public in and for the County of Cook, State of Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Frank A. Wehman, a Notary Public in and for the State and County aforesaid, *do hereby certify* that C. R. Holden, as Vice President of the above named Union Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, personally appeared before me this day in the County aforesaid and acknowledged that he signed, sealed, and delivered said instrument as the free and voluntary act of said Union Trust Company, and as his own free and voluntary act as such Vice President, for the uses and purposes therein set forth; that he has affixed the corporate seal of said Company and has caused the same to be duly attested by R. F. Chapin, Secretary of said Company; all of which has been done by him under and pursuant to the authority conferred on him by the Board of Directors of said Union Trust Company.

I do further certify that R. F. Chapin, with whom I am personally acquainted and to me known to be the Secretary of said Union Trust Company, whose name is signed to the within and foregoing instrument, has also this day personally appeared before me in the County aforesaid,

produced to me said instrument, and then and there acknowledged the same and declared that he did duly attest said instrument and did sign his name to said attestation.

Given under my hand and notarial seal, this 18th day of May, 1926.

My commission expires May 24, 1927.

[SEAL] FRANK A. WEHMAN,

Notary Public in and for the County and State aforesaid.

AGREEMENT, September 14, 1915, Chicago, Burlington & Quincy Railroad Company, and Peoria and Pekin Union Railway Company. Use of tracks, union passenger station and facilities at Peoria, Illinois. 1.27 miles.

This Agreement, Made and entered into this 14th day of September, A. D. 1915, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Burlington Company," party of the first part, and the Peoria and Pekin Union Railway Company, hereinafter called the "Union Company," party of the second part.

Whereas, on the 24th day of July A. D. 1913, the City of Peoria, Peoria County, Illinois, through its Council granted to the Burlington Company a franchise to lay and construct switch tracks from a point on its line situated in Water Street in the City of Peoria, Illinois, and located about one hundred seventy-five (175) feet southwesterly from Bridge Street in said City from said point to and across two adjoining tracks of the Union Company, thence across Water Street entering upon and across lot twelve (12) block thirty-eight (38) in the City of Peoria, Illinois, thence across Bridge Street and thence upon and across lots seven, eight and nine (7-8-9) in block thirty-seven (37) in the City of Peoria, Illinois, thence into and upon Commercial Alley (Street) as shown in yellow on blue print attached hereto and made a part hereof, and

Whereas, certain objections having been made by the Union Company against the laying or construction of said proposed crossings in, upon and across the tracks of the Union Company, as shown on the said blue print, and

Whereas, it has been mutually agreed by and between both parties hereto that the Burlington Company will, during the continuance of this agreement, abandon the plan to construct said crossings in the tracks of the Union Company without waiving its right sustained by the Railroad and Warehouse Commission and the Supreme Court of the State of Illinois, to so construct said crossings, and in lieu of the construction and installation of the said crossings in the tracks of the Union Company as aforesaid, the Burlington Company does hereby agree to use, and the Union Company does hereby agree to permit the Burlington Company the use of its tracks on Water Street (as indicated in red on said blue print) from a point near the southwesterly line of Chestnut Street in the City of Peoria, extending to a point about one hundred fifty (150′) feet southwesterly from Bridge Street in the City of Peoria, the said tracks so shown in red on said blue print being for convenience hereinafter

called the "joint tracks," under the following terms and conditions (the said terms and conditions being in accordance with the Finding of date July 1, 1915, of Board of Arbitration composed of R. N. Begien, of Cincinnati, Ohio, H. A. Boomer, of Indianapolis, Indiana, and E. P. Bracken, of Chicago, Illinois, appointed by both parties hereto for the purpose and with authority to decide and settle a disagreement and an issue between the parties hereto, concerning proposed crossings over the tracks of the Union Company by the Burlington Company in Water Street in the City of Peoria and changing and rearranging the construction of Bridge Street viaduct in said City):

ARTICLE I.

The right is hereby granted by the Union Company to the Burlington Company for the use of said joint tracks for a period of Twenty-five (25) years from date hereof; but the Union Company, in making said grant, does not confer to the Burlington Company any greater rights or privileges than those now or hereafter possessed by said Union Company.

ARTICLE II.

It is agreed between the parties hereto that the Burlington Company will construct and install its proportion (about one-half) of a cross-over (as indicated on said blue print) at its own sole expense, from its main track to the main track of the Union Company near Chestnut Street and it is hereby agreed that the Union Company will construct, install and maintain its proportion (one half) of said crossover, and the Burlington Company will reimburse the Union Company for all expense incurred by the Union Company on account of the installation and maintenance of the said one-half of said crossover, but the ownership of said one-half (½) of said crossover shall be and remain the property of the Union Company.

ARTICLE III.

It is agreed between the parties hereto that the Union Company will construct, install and maintain a switch and turnout, including frogs, guard rail and appurtenances at a point on its track about one hundred fifty (150') feet south of Bridge Street at the junction or connection of said proposed Commercial Alley switch tracks of the Burlington Company and the Burlington Company does hereby agree to reimburse the Union Company for the total cost to the Union Company of the construction and installation of said switch and turnout; the ownership of said switch and turnout shall be and remain the property of the Union Company.

ARTICLE IV.

For the use of said joint line herein granted the Burlington Company hereby agrees to pay to the Union Company, in monthly payments to be made within thirty (30) days after receipt of bills therefor from the Union Company, as follows:

(a) Such proportion of a sum equal to five per centum per annum on the valuation of $2,097.00 dollars on the portion of said joint tracks located between the point marked "G" and the point marked "H" on said blue print (the said valuation being the agreed value of said portion of said tracks exclusive of the value of lands for right of way therefor) as the number of cars and engines operated by the Burlington Company over said portion of said joint tracks bears to the total number of cars and engines operated thereover by all the companies using the same, each engine to be counted as two cars.

(b) Such proportion of a sum equal to five per centum per annum on the valuation of $1,303.00 dollars on the portion of said joint tracks located between the point marked "H" and the point marked "M" on said blue print (the said valuation being the agreed value of said portion of said tracks exclusive of the value of lands for right of way therefor) as the number of cars and engines operated by the Burlington Company over said portion of said joint tracks bears to the total number of cars and engines operated thereover by all the companies using the same, each engine to be counted as two cars.

(c) Such proportion of the cost of operation, maintenance, repairs and renewal of the portion of said joint tracks located between the point marked "D" and the point marked "H" on said blue print as the number of cars and engines operated by the Burlington Company over said portion of said joint tracks bears to the total number of cars and engines operated thereover by all the companies using the same, each engine to be counted as two cars.

(d) Such proportion of the cost of operation, maintenance, repairs and renewal of the portion of said joint tracks located between the point marked "G" and the point marked "H" on said blue print as the number of cars and engines operated by the Burlington Company over said portion of said joint tracks bears to the total number of cars and engines operated thereover by all the companies using the same, each engine to be counted as two cars.

It is understood and agreed that, to save bookkeeping in determining the Burlington Company's proportion of rental, maintenance, repairs, renewals and operation under paragraphs (a), (b), (c), and (d) of this article IV, the Burlington Company's wheelage proportion is agreed upon as five percent for zones "G" to "H" and twenty-five percent for zones "H" to "M" and "D" to "H" until such time as either party hereto shall feel that any of such proportions is not representative of the wheelage proportion hereinbefore in this Article IV prescribed, in which event the said proportion shall be increased or decreased as the General Managers of the parties hereto shall agree from time to time. In event of failure of the General Managers to agree on any proportion within sixty days after receipt of notice from either party hereto to the other of a desire for a revision thereof, the Burlington Company's proportion shall be determined by actual enumeration on the wheelage basis hereinbefore in this Article IV prescribed.

ARTICLE V.

It is hereby agreed between the parties hereto that the Burlington Company will pay to the Union Company the sum of One Thousand Six Hundred Eighty-five ($1,685.00) Dollars which it is agreed is its proper proportion that the Burlington Company shall and will pay to the Union Company towards the cost to the Union Company of the construction and installation of the structure known as Bridge Street Viaduct.

ARTICLE VI.

It is hereby agreed by and between the parties hereto that the Burlington Company will, at its own sole expense, make all necessary changes in and upon Bridge Street Viaduct for the purpose of enabling the trains and engines of the Burlington Company to pass beneath said viaduct and into and upon tracks in Commercial Alley (Street), which tracks are indicated upon said blue print.

ARTICLE VII.

SECTION 1. All persons engaged in the maintenance, repair and operation of the joint tracks, although paid by the Union Company shall, as respects liability for loss, damage, injury or death be deemed and considered the joint employes of the Union Company and the Burlington Company.

If any persons are engaged partly in such maintenance, repair or operation, and partly in service not connected therewith, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the Union Company and the Burlington Company.

Engine and train men of each party engaged solely in its own service shall not be considered joint employes hereunder.

§ 2. Each party hereto shall bear and pay for:

All loss, damage, injury or death sustained by any person or persons whomsoever (including both parties hereto and their employes) which is caused wholly by the negligence or willful acts of its sole employes, or by any defect in or failure of its engines or cars.

§ 3. Each party hereto shall bear and pay for:

All loss or damage to its own property; property in its custody; property of its sole employes; property of its passengers and other persons on its trains;—injury to, or death of, its sole employes; its passengers and other persons on its trains;—loss, damage, injury or death not in this section specifically mentioned, sustained by itself, its sole employes, its passengers and other persons on its trains and the owners of property in its custody.

When such loss, damage, injury or death is caused by or results from:

(a) Any defect or imperfection in said joint tracks or any part thereof,
(b) unknown causes.
(c) the negligence or willful act of a joint employe.
(d) the concurrent negligence or willful acts of a joint employe and a sole employe of either or both parties.
(e) the concurrent negligence or willful acts of the sole employes of both parties.

(f) negligence or willful acts of third persons.

(g) negligence or willful acts when the responsibility therefor cannot be determined.

(h) an Act of God or inevitable accident.

§ 4. Each party hereto shall bear and pay for all:

Loss or damage to property of joint employes; property of third persons —injury to or death of joint employes or of third persons, when such loss, damage, injury or death is caused by or results from the concurrent negligence or willful acts of a joint employe and its sole employe.

§ 5. All loss, damage, injury or death, liability for which is not in this agreement otherwise, provided for, shall be borne and paid for by the parties hereto on the same basis that the expense of maintenance is borne by said parties under Article IV hereof in respect to the portion of said joint line upon which such loss, damage, injury or death shall occur; the intention being that this Section 5 shall cover all loss, damage, injury or death not mentioned in Section 3 of this Article (except as provided in Section 4 hereof) due to any of the causes specified therein.

§ 6. If either party hereto shall pay or be compelled to pay any sum or sums for which the other party is liable under the terms of this agreement, such other party agrees to repay to it, such sum or sums together with all costs and expenses incident thereto, promptly upon receipt of bills therefor; provided, however, that neither party shall pay any such sum or sums without giving to the other party an opportunity to assume the payment or defend against the payment thereof.

In case a suit or suits shall be commenced against either party hereto, for or on account of any loss, damage, injury or death, for which the other party is liable under the terms of this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon such other party shall assume the defense of such suit and shall save and hold the party so sued harmless from all loss, cost and expense by reason thereof.

Neither party shall be concluded by any judgment against the other unless it had reasonable notice that it was required to defend, and had reasonable opportunity to make such defense. When such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

ARTICLE VIII.

SECTION 1. If at any time a question shall arise touching the construction of any part of this agreement, or concerning the business, or manner of transacting the business carried on under the provisions hereof, or concerning the observance or, performance of any of the conditions herein contained, upon which question the parties hereto can not agree, such question shall be submitted to the arbitrament of three (3) persons, to be chosen one by the Union Company, one by the Burlington Company and one by the two so chosen; provided, however, that the amount of rental to be paid by the Burlington Company for the use of said joint tracks shall not be a question for arbitration hereunder.

The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after written notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice, may and shall, name and appoint an arbitrator for and in behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party.

If the two arbitrators so chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as aforesaid, such third arbitrator may be appointed upon ten (10) days notice by either party hereto to the other party hereto of its intention to make application therefor, by any Judge of the District Court of the United States for the District which shall then include the City of Peoria, Illinois. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them, and shall serve a copy of such award upon each party hereto, and the award of such arbitrators, or a majority of them, shall be final and binding upon both parties; and each or either party shall immediately make such changes in the conduct of its business or such payment or restitution, as the case may be, as in and by such award may be required of them respectively.

The books and papers of both parties, so far as they relate to the matters submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitrators. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

In Witness Whereof, both parties have hereunto subscribed, the date and year first above written.

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN,
President.

Attest:
H. W. WEISS, *Asst. Secretary.*

Peoria and Pekin Union Railway Company,

[SEAL] *By* H. K. PINKNEY,
President.

Attest:
J. F. KIEFER, *Secretary.*

Approved as to form:
F. S. ROBINSON

Approved for execution:
R. W. JOHNSON, *General Manager.*

AGREEMENT, September 1, 1904, The Jacksonville and Saint Louis Railway Company and Chicago, Peoria and St. Louis Railway Company of Illinois. Tracks at Jacksonville, Illinois. 0.52 miles.

This Agreement, made this first day of September, 1904, by and between the Jacksonville and St. Louis Railway Company, a corporation duly created by and organized under the laws of the State of Illinois (hereinafter called the Jacksonville Company), of the one part, and the Chicago, Peoria and St. Louis Railway Company of Illinois, a corporation duly created by and organized under the laws of the State of Illinois (hereinafter called the Peoria Company), of the other part;

Witnesseth as Follows:

Whereas, The main track of the Jacksonville Company has a connection with the main track of the Peoria Company, which, when measured along its center line, is described as follows: Commencing at a point eleven and twenty-five one hundredths (11 25-100) feet east of the west line and on the south line of the north half of lot four (4) in Mathers & Newman Addition to the City of Jacksonville, said point being the connecting point of the center line of the main tracks of the said railway companies; from thence north along the center line of the Peoria Company two thousand nine hundred and forty-eight and two-tenths (2,948 2-10) feet over, upon and across the north one-half (½) of said lot four (4) across State street, along the east line of Illinois avenue, across the Wabash Railroad to the heel of a frog in said Peoria Company's main track, said heel of frog being seven and one-half (7½) feet south of the south line of Independence avenue, measured at right angles thereto.

And, Whereas, The Jacksonville Company desires to obtain from the Peoria Company the right to the joint use of certain main tracks, sidings, switches and wye (connecting to the Wabash R. R.), in the City of Jacksonville from the point of connection first above mentioned north to or near Independence avenue where the tracks of the Jacksonville and Concord Railway Company begin.

And, Whereas, The Peoria Company is willing to grant to the Jacksonville Company the right to use the right of way of the Peoria Company for the main track of the Jacksonville Company for the distance above specified, and also the right to use the right of way of the Peoria Company for its side tracks and wye as above specified, and the Peoria Company is further willing to grant to the Jacksonville Company the right to the joint use of so much of the main track of the Peoria Company as lies between the point of connection first above described and the connection with the Jacksonville and Concord Railway Company near Independence avenue, including certain sidings, switches and wye, and other property incident to the use of the same in the said City of Jacksonville between the points above described, and also, in cases of emergency, the right to use, without compensation therefor, a so-called house track indicated in purple on the plat hereinafter referred to.

And, Whereas, The Jacksonville Company desires to acquire this right to the joint use of the property of the Peoria Company in Jacksonville, Illinois, for the purpose of running its engines and cars over the same and conducting its business thereon.

Now, Therefore, The parties hereto have, in consideration of their mutual covenants entered into the following agreement:

ARTICLE I.

The Peoria Company hereby grants to the Jacksonville Company the right to the joint use of the main track of the Peoria Company, between the first above mentioned point of connection of the main track of the two companies and a point at or near Independence avenue, in Jacksonville, Illinois, and also of certain sidings, switches and wye, and other property incident to the use of the same in the City of Jacksonville between the points above described, and also in cases of emergency said so-called "housetrack." This right to such joint use is to be upon the terms and conditions of this agreement and during its full period, subject to termination as hereinafter set forth.

A plat and schedule of the tracks and property so to be jointly used is hereto attached, marked "A." Such plat and schedule is to be taken as part hereof and the valuations of the same, as set forth on said plat and schedule, shall be taken as their true value for the purposes of this agreement. Said value aggregates the sum of Fifty Thousand ($50,000.00) dollars.

ARTICLE II.

The Jacksonville Company shall pay to the Peoria Company for the right to the joint use of said tracks and property, with the Peoria Company and any other Company which may be admitted to the use of the whole or any part of the same, such a proportion of five (5) per cent per annum upon the above valuation, or the valuation increased or diminished according to the terms hereof, as the number of engines and cars of whatever kind run by the Jacksonville Company upon or over any of the tracks jointly used shall bear to the total number of such engines and cars so run by all companies over the tracks covered by this agreement, each engine or car to be reckoned as a unit, and the Peoria Company shall have the sole right to admit other companies to the joint use as aforesaid, but subject to the rights and obligations, and only upon the same terms and conditions (except as to compensation to the Peoria Company for use) as are created and imposed by this agreement.

ARTICLE III.

The tracks and other property jointly used shall be maintained by the Peoria Company and it hereby covenants to keep the same in good order and repair. And the Jacksonville Company agrees to pay to the Peoria Company for such maintenance and repairs in the proportion that the number of engines and cars of whatever kind run by the Jacksonville Company into, out of, or through the property jointly used, shall bear to the total number of such engines and cars so run by all companies; each engine or car to be reckoned as a unit.

The engines and cars of trains whose run terminates at Jacksonville, thus having a movement in one direction, in-bound, and another movement in the opposite direction, out-bound, shall be counted twice.

A car set out by one train and taken up by another shall be counted twice. Engines and cars engaged in switching movements shall not be counted by either party.

The payment of the rental shall be made by the Jacksonville Company quarterly, on January 1st, April 1st, July 1st and October 1st in each year.

Each company shall report to the other, monthly, the number of its engines and cars of all kinds passing over the said track jointly used or any part thereof, as above stated, and the Peoria Company shall render, quarterly, at the end of March, June, September and December of each year, a bill to the Jacksonville Company for the amount due by the Jacksonville Company under this article of agreement. And the Jacksonville Company shall pay the same within thirty (30) days thereafter.

Each company shall have the right to inspect the records of the other company, showing the movement of all engines and cars on and over the property jointly used.

The taxes upon the property embraced herein and cost of maintenance of the property, including sidings and other property, street lighting, interlocking plants and compensation paid to joint employes and supplies furnished for the benefit of both companies shall all be paid by the Peoria Company and then divided between the two companies in the same proportion as is fixed in this article for the division of maintenance and repairs of the said tracks and property.

The Peoria Company shall render to the Jacksonville Company, quarterly, bills covering the items of all the cost and expenses mentioned in the last paragraph above, and the Jacksonville Company shall pay its due proportion thereof, within thirty (30) days after such bills are furnished.

The Peoria Company shall permit the Jacksonville Company to have access to all necessary books and documents in its possession, showing the amounts and character of its expenditures.

The Peoria Company further agrees to use every endeavor to secure trustworthy and efficient men to operate any interlocking plant which the Peoria Company may control, covered by this agreement, and it will employ no one who is objectionable to the Jacksonville Company and will discharge any such objectionable employe on the written request of the Jacksonville Company.

In case the Peoria Company shall fail to maintain the tracks and property covered by this agreement and to keep the same in good order and repair, within the period of ten days after notice from the Jacksonville Company that repairs are needed, then the Jacksonville Company shall have the right to make the necessary repairs upon the tracks and property covered by this agreement, and to charge its due proportion of the same to the Peoria Company as provided in this Article.

ARTICLE IV.

Improvements and additions to the property to be jointly used shall be made only with the consent of both companies. If they are of a character properly chargeable to capital account they shall be taken as

adding to the fixed value of the property herein embraced; otherwise they shall be added to maintenance account and paid for accordingly.

ARTICLE V.

The engines and cars of the Jacksonville Company, while on the tracks jointly used, shall be managed by the employes of the Jacksonville Company and shall be subject to the rules and direction of the officers of the Operating Department of the Peoria Company.

Schedules of the movements of trains over the tracks affected by this agreement shall be arranged by joint action of the Transportation Departments of the parties hereto.

Trains of either party shall have the right of way over all trains of the other party of an inferior class, but the trains of the Peoria Company shall have the right of way over the trains of the Jacksonville Company of the same class.

ARTICLE VI.

Section foremen, switchmen, watchmen, telegraph operators and laborers, or any persons employed in the maintenance or care or operation of the property jointly used, shall, in respect of the liability of the Peoria Company and the Jacksonville Company using said track or tracks, to each other or to third persons, growing out of the fault or negligence of such servant or employes, be deemed and held to be the sole servants of the company upon, or in connection with whose engine, train, car or property any loss or damage may have occurred.

Should any damage to persons or property result from any negligence of the Jacksonville Company, its officers or agents, it agrees to hold the Peoria Company harmless against such damages. And should the Peoria Company be sued and judgment rendered against it for such damages, the Jacksonville Company binds itself to pay the same, with all costs incident thereto, or to refund the same and costs should the Peoria Company have already paid such damages or costs.

Should any damage to persons or property result from any negligence of the Peoria Company, its officers or servants, it agrees to hold the Jacksonville Company harmless against all such damages. And should the Jacksonville Company be sued and judgment rendered against it for such damages, the Peoria Company binds itself to pay the same, with all the costs incident thereto, or to refund the same and costs should the Jacksonville Company have already paid such damages and costs.

Should any damage result from the joint negligence of the parties hereto, or of their servants, each party shall suffer and pay the damage to its own employes and property in its charge. And all damage to other persons or property, the cost and expense thereof, shall go into the joint account as an operating expense and be charged to the account of maintenance and repairs, provided for in Article III, and each party shall pay its proportion thereof, as therein provided.

In case the parties can not agree as to whose trains or employes were at fault, or as to the amount of damage done, all such questions shall be

referred to arbitration, in the manner hereinafter provided, and each party shall abide by and perform the awards, and comply with the decision of the arbitrators, which decision shall terminate the controversy.

ARTICLE VII.

The tracks covered by this agreement, to be jointly used by the parties hereto, are particularly shown in red upon the plat hereto attached, identified by the signatures of J. P. Ramsey for the C. P. & St. L. Ry. Co., and W. L. Breckinridge for the J. & St. L. Ry. Co., to which reference may be had, and which is made a part hereof.

ARTICLE VIII.

Arbitration.

SECTION 1. If at any time a question shall arise touching the construction of any part of this contract, or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question the parties hereto can not agree, such question shall be submitted to the arbitrament of three (3) disinterested persons to be chosen, one by the Peoria Company, one by the Jacksonville Company and the other by the two so chosen. The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten(10) days after notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and on behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators thus chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator, as aforesaid, such third arbitrator may be appointed, upon ten (10) days' written notice by either party hereto to the other party hereto of its intention to make application therefor, by any judge of the District Court of the United States for the district which shall then include the City of Jacksonville, Ill. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them, and shall serve a copy of such award upon each party hereto, and the award of such arbitrators, or of a majority of them, shall be final and binding upon both parties, and each or either party shall immediately make such changes in the conduct of its business, or such payments or restitution, as the case may be, as in and by such award may be required of them, respectively. The books and papers of both parties so far as they relate to matters submitted to arbitration, shall be open to the

examination of the arbitrators, and the expense of the arbitration shall be divided equally between the parties. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

ARTICLE IX.

If at any time hereafter, by operation of law, or because of any judicial proceeding, the Peoria Company, or any successor or assign, trustee or receiver thereof, shall have the option to terminate this agreement, then and in any such case, the said Jacksonville Company, its successor or assign shall also have the option to terminate it.

ARTICLE X.

The term of this agreement shall be fifty (50) years from its date and thereafter until sixty (60) days' notice has been given by either party to terminate the same.

ARTICLE XI.

All covenants herein shall bind not only the parties hereto but their successors or assigns.

In Witness of all which, the parties hereto have under resolution of their respective Boards of Directors, caused these presents to be signed by the President of each company, and have caused the seal of each company to be hereunto affixed.

Chicago, Peoria and St. Louis Railway Company of Illinois,

[SEAL] *By* CHAS. E. KIMBALL,
President.

Attest: H. W. BERGER, *Secretary.*

The Jacksonville and St. Louis Railway Company,

[SEAL] HENRY A. GARDNER,
President.

Attest: H. W. WEISS, *Secretary.*

Form approved:

C. M. DAWES.

SUPPLEMENTAL AGREEMENT, May 3, 1915, Chicago, Burlington & Quincy Railroad Company and Chicago, Peoria and St. Louis Railroad Company's Receivers. Tracks at Jacksonville, Illinois.

This Supplemental Agreement, Made and entered into this 3rd day of May, 1915, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Burlington Company," first party, and the Chicago, Peoria and St. Louis Railroad Company, Bluford Wilson and William Cotter, Receivers thereof, hereinafter called the "Peoria Company," second party.

Witnesseth: That,

Whereas, a certain plat is attached to and made a part of an agreement of date September 1, 1904, between the Jacksonville and St. Louis Railway

Company (the predecessor of the Burlington Company, and said Peoria Company, to show the location of certain tracks of the Peoria Company at Jacksonville, Illinois, used jointly by the parties hereto under said agreement; and,

Whereas, owing to changes made in said tracks of the Peoria Company at said place since the execution of said agreement, the aforesaid plat does not show the true location thereof as the same now exist, the true location of the said tracks of the Peoria Company, which the Burlington Company has the right to use jointly with the Peoria Company under said agreement, being shown in red on plat No. 8186, hereto attached and made a part hereof; and

Whereas, the tracks shown in green on said plat No. 8186 are the exclusive property of the Peoria Company; and

Whereas, it is desired by the parties hereto to substitute said plat No. 8186 for said plat accompanying said agreement of date September 1, 1904;

Now, Therefore, in consideration of the premises it is agreed by and between the parties hereto as follows:

Said plat No. 8186 shall be, and the same is hereby substituted for said plat accompanying said agreement of date September 1, 1904.

All the provisions of said agreement of date September 1, 1904, except as herein modified, shall be and remain in full force and effect.

In Witness Whereof, the parties hereto have caused this supplemental agreement to be duly executed the day and year first above written.

Chicago, Burlington & Quincy Railroad Company,

F. S. ROBINSON *By* H. E. BYRAM

Chicago, Peoria and St. Louis Railroad Company,

By W. C. HURST,

General Manager for Receivers of said Chicago, Peoria & St. Louis Railroad Company.

AGREEMENT, June 1, 1910, Chicago and Eastern Illinois Railroad Company and Chicago, Burlington & Quincy Railroad Company. Tracks between Neilson and West Vienna, Illinois. 15.79 miles.

This Agreement made this first day of June, 1910 by and between the Chicago and Eastern Illinois Railroad Company, a corporation organized and existing under the laws of the State of Illinois, hereinafter called the Eastern Illinois Company party of the first part, and Chicago Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, hereinafter called the Burlington Company, party of the second part.

Whereas, the Burlington Company desires to use a portion of the railroad of the Eastern Illinois Company between a point fifty-two and three tenths (52.3) feet South of station number four hundred and six (406) in the South-west Quarter (S.W. ¼) of Section Twenty-three (23), Township ten (10) South, Range two (2) East of the Third Principal Meridian, in Williamson County, Illinois, and a point thirty-seven and one tenth (37.1) feet south of Station number twelve hundred and forty (1240) in the North half (N.½) of the Southeast Quarter (S.E.¼) of Section Thirty-four (34),

in Township twelve (12) South, Range two (2) East of the Third Principal Meridian, in Johnson County, Illinois, a distance of fifteen and seventy-nine one hundredths (15.79) miles, as shown on plat hereto attached and made a part of this agreement; and

Whereas, The Eastern Illinois Company is willing to grant such use, upon the terms and conditions hereinafter set forth;

Now, Therefore, this Agreement Witnesseth:

That the parties hereto, in consideration of the premises and the sum of one dollar ($1.00), lawful money of the United States, by each of said parties paid to the other before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have agreed, and do agree and bind themselves as follows:

ARTICLE I.

Covenants of the Eastern Illinois Company.

SECTION 1. The Eastern Illinois Company, for and in consideration of the premises and of the covenants and agreements on the part of the Burlington Company to be by it kept and performed, as hereinafter mentioned, has granted, and does hereby grant, unto the Burlington Company, its successors and assigns, strictly subject, however, to the terms and stipulations in this agreement expressed, the full and equal right and privilege of using jointly with the Eastern Illinois Company, and such other companies as may now or hereafter use the same, its line of railroad between a point fifty-two and three tenths (52.3) feet South of station number four hundred and six (406) in the Southwest Quarter (S.W. ¼) of Section twenty-three (23), in Township ten (10) South, Range two (2) East of the Third Principal Meridian in Williamson County, Illinois, and a point thirty-seven and one tenth (37.1) feet South of station number twelve hundred and forty (1240) in the North half (N. ½) of the Southeast Quarter (S.E. ¼) of Section thirty-four (34), in Township twelve (12) South, Range two (2) East of the Third Principal Meridian in Johnson County, Illinois, a distance of fifteen and seventy-nine hundredths (15.79) miles, which, for the purpose of this agreement, is hereafter called the joint line (but including any branches), together with all improvements, additions and betterments to said joint line which may be hereafter constructed or acquired by the Eastern Illinois Company.

The use herein granted shall be for the purpose of the mails and of passenger, freight and express traffic, and such other business as is, or may hereafter be commonly carried on by railroad companies to, from and between all existing stations and such other stations as shall hereafter be established on said joint line, including business between such stations and points on other railroads, and in all respects to do business as if the said Burlington Company were the owner of the said joint line.

§ 2. Nothing in this agreement contained shall be construed in any manner to affect or abridge any of the corporate franchises or powers of the Eastern Illinois Company to use and operate its railroad and property on its own behalf at all times, and to perform and exercise all the corporate franchises, powers and privileges which it may at any time possess, but not

so as to unnecessarily impair in any manner the rights and privileges hereby granted to the Burlington Company.

§ 3. Excepting contracts already entered into between the Eastern Illinois Company and other companies, the Eastern Illinois Company shall not, before the termination of this agreement, make or renew any contract with any Express Company concerning the carriage of express matter, business or messengers upon or over the joint line which will in any wise, interfere with the unrestricted right of the Burlington Company to carry through, —but not local,—express matter, business or messengers upon or over the same, or to enter into a contract with any Express Company which it may at any time or times for the purpose select.

§ 4. The Eastern Illinois Company hereby grants to the Burlington Company, during the existence of this agreement, upon condition that the Burlington Company shall first obtain the consent thereto of the Western Union Telegraph Company, the right, license and privilege to construct, maintain and operate at its own expense, for the commercial and other business of the Burlington Company, such telegraph and telephone wires as it shall desire and crossarms for the support thereof, on the telegraph and telephone poles of the Eastern Illinois Company, with instruments at all stations on and along said joint line.

§ 5. The Eastern Illinois Company shall, at the sole expense of the Burlington Company, construct the necessary connections between its railroad and the tracks of the Burlington Company constituting the Northern and Southern termini of the portion of the railroad the use of which is hereby granted, and shall thereafter properly maintain and operate said connections at the sole expense of the Burlington Company.

§ 6. The Eastern Illinois Company shall erect at said points of connection interlocking plants upon the approval of the Railroad and Warehouse Commission of the State of Illinois, and shall thereafter maintain and operate the same, and the entire expense of the construction, maintenance and operation of said interlocking plants shall be borne by the Burlington Company.

§ 7. The books and accounts of the Eastern Illinois Company shall, so far as they relate to the expenses and services rendered on joint account, be open during the usual business hours for the inspection of the President of the Burlington Company, or other persons duly authorized by it to make such inspection.

§ 8. The Eastern Illinois Company shall at all stations on the joint line, employ all necessary agents and servants and will require them to give the same care and attention to the business and telegraph and telephone service of the Burlington Company as to its own business. All such employes shall be neutral and impartial and shall give the Burlington Company equality of services with the Eastern Illinois Company. They shall receive general orders from the Eastern Illinois Company, but the Burlington Company may issue orders direct to such employes respecting the conduct of its own business. Any such orders, however, shall not in any way interfere or conflict with the dutie of such employes respecting the Eastern Illinois Company. The Eastern Illinois Company shall upon complaint of

the Burlington Company, for reasonable cause by it stated, transfer any such agent or servant from the joint line.

The Burlington Company shall at all times at its own expense furnish such stations with such station supplies as may be required solely for the transaction of the separate business of the Burlington Company, and the Eastern Illinois Company shall at all times furnish such stations with all other station supplies. Station supplies furnished and used by the Eastern Illinois Company for its separate business, shall not be charged to operating expenses as hereinafter provided, but the expense thereof shall be borne solely by the Eastern Illinois Company.

The Eastern Illinois Company shall upon the request of the Burlington Company, require such station agents and other employes as receive or handle moneys for or on account of the Burlington Company, to give such reasonable bonds or other indemnity as the latter company may require against loss through the carelessness or dishonesty of such employes. The premiums or compensations for the same shall be paid by the Burlington Company. In case of a shortage occurring in the accounts of any such agent or employe, where it is impracticable to determine to which party the money belonged at the time of such shortage, the loss shall be apportioned between the parties hereto on the basis of the gross revenue accruing to each party on the class of business handled by the employe in such position at such station for the twelve calendar months preceding that in which said shortage was discovered; provided, however, if any such shortage shall be discovered before the expiration of one year from the date of this agreement, such loss shall be apportioned on the basis of the gross revenue accruing to each party on the class of business handled by the employes in such position at such station during the period of time this agreement shall have been in effect.

Neither party hereto shall have or make any claim against the other party hereto for any such loss occurring through the dishonesty, shortage or defalcation of any such employe.

ARTICLE II.

Covenants of the Burlington Company.

SECTION 1. The Burlington Company hereby accepts the terms, covenants and agreements hereby entered into by the Eastern Illinois Company.

§ 2. The Burlington Company shall, from the day upon which it commences the use of said joint line, and thereafter during the entire time this contract is in force, pay or cause to be paid, to the Eastern Illinois Company at its office in the City of Chicago, Illinois, or to its successors or assigns, in gold coin of the United States of or equal to the present standard of weight and fineness, and free and clear of all taxes, without any previous demand, on or before the twentieth day of each month, for the use of said joint line as follows:

(a) A sum equal to one-twelfth of two and one-half (2½) per cent, per annum on a valuation of Thirty-four Thousand Eight and 86/100 Dollars ($34,008.86) per mile of main track, being a total valuation of Five Hundred and Thirty-seven Thousand Dollars ($537,000.00).

(b) A sum equal to one-twelfth of two and one-half (2½) per cent, per annum upon the full cost of all improvements and betterments on said joint line, including those provided for by special assessments, changes in profile and alignment, ballast, relaying with rail of heavier material than section now in use, the strengthening of bridges and all additions thereto provided for the equal joint use hereunder. The terms, improvements and betterments used above, as they may relate to existing structures of any nature, shall be construed to mean the difference between the estimated cost of replacing such structures in kind and the net cost of the structures actually erected, after deducting the full value of all salvage or other credits obtained from the structure so removed and replaced, and the Burlington Company shall not be required to pay any additional compensation for the added value of any improvements or betterments which may be made for the sole or exclusive use of the Eastern Illinois Company, or any other company using said joint line, but the Burlington Company may, if it so desires, join with the Eastern Illinois Company and such other companies as may use such joint line, in the use of such improvements and betterments at any time during the term of this agreement upon the same terms and conditions as apply to improvements and betterments made for the joint use of all parties using said joint line.

(c) A proportionate share of the cost of operation, maintenance, repairs and renewals of said joint line, such proportionate share to be determined by the ratio which the locomotive and car mileage of the Burlington Company over said joint line bears to the entire locomotive and car mileage of all parties over said joint line, each locomotive to be counted as two cars. There shall be included in such cost, (1) the salary and wages of such officers and employes of the Eastern Illinois Company as shall be necessarily and solely employed in the performance of duties incident to the common use of said joint line, and, (2) such proportion of the salaries and wages of employes not higher in grade than a division superintendent, whose duties relate to the joint line, and also to additional mileage of the Eastern Illinois Company, including Superintendents, Dispatchers, operators, roadmasters and engineers and their respective forces, engaged in the maintenance or repair of the joint line, or in the conduct of the joint operation thereover, as the number of miles included within the joint line bears to the whole number of miles within the jurisdiction or territory of such employes respectively.

§ 3. The Eastern Illinois Company agrees to keep all buildings and structures subject to loss or damage by fire on said joint line insured against loss or damage by fire in responsible insurance companies and in case of loss or damage by fire, shall apply the insurance money collected by it upon the cost of repairing or renewing such buildings and structures, and agrees that the Burlington Company shall only be obliged to pay its proportionate share (as hereinbefore defined) of the cost of such repairs or renewals in excess of the insurance collected thereon.

§ 4. The Eastern Illinois Company shall keep accurate accounts of such cost of maintenance, operation, repairs and renewals, and shall furnish the Burlington Company a copy of the same on or before the twentieth day

of the month succeeding the month for which such statement is rendered, and the amount due by the Burlington Company to the Eastern Illinois Company shall be paid on or before the last day of the month in which such statement is rendered; provided, always that the value at the time of renewal or replacement of all materials so renewed or replaced shall be credited to the expense of maintenance for the purpose of this agreement.

§ 5. The Burlington Company will, in addition to all other payments hereunder likewise pay to the Eastern Illinois Company, from time to time after being paid by it, and within fifteen (15) days after the receipt of an itemized statement thereof, its proportionate share of the cost of insurance against loss by fire and of all taxes which have accrued during the term of this agreement on property jointly used and to be used hereunder, such proportionate share to be determined by the ratio which the locomotive and car mileage of the Burlington Company over said joint line bears to the entire locomotive and car mileage of all parties over said joint line, each locomotive to be counted as two (2) cars. It is understood and agreed that the Eastern Illinois Company shall pay such taxes as they shall become due and payable, and afterwards be reimbursed by the Burlington Company for its proportionate share as herein provided.

§ 6. If the use of said joint line shall at any time be interrupted or traffic thereover be delayed by any cause which could not have been reasonably foreseen and provided against, and if in such case the use thereof shall be fully restored with all reasonable diligence, then, and in that case, neither of the parties hereto shall have any claim against the other, or its lessors, lessees, successors or assigns for loss or damage of any kind caused, by, or resulting from, such interruption or delay; nor shall the Burlington Company in such case be entitled to any abatement of any of its rentals, unless said interruptions shall continue for a period of one month or more.

§ 7. *Whereas,* the Burlington Company proposes to construct a line of railroad extending from a connection with the railroad of the Eastern Illinois Company at or near the Southern terminus of said joint line in a Southeasterly direction to or near the Village of Metropolis, Massac County, Illinois, or to some other point in the State of Illinois, on or near the Ohio River, and in addition thereto, proposes to construct at some future time a line of railroad paralleling said joint line in a general way and extending from a connecton with the railroad of the Burlington Company near the Northern Terminus of said joint line to or near the Southern terminus thereof.

Therefore, In consideration of the premises and of the covenants and agreements herein contained, the Burlington Company hereby expressly covenants and agrees that if at any time during the continuance of this agreement and after either or both of said lines of railroad are constructed by it as aforesaid, the Eastern Illinois Company shall desire the right to use either or both thereof, and shall express such desire in writing, it will grant unto the Eastern Illinois Company such right upon terms and conditions similar in all respects to the terms and conditions in this agreement contained, and will enter into a written contract with the Eastern Illinois Company granting unto it such right of user.

§ 8. The use hereby granted to the Burlington Company is for its own business only, including all business transported over its own line, and the Burlington Company shall not under cover of this agreement, permit or provide for the use by any other railroad company, person or persons, of said joint property, or haul trains of others over same, or any part thereof.

§ 9. If the Burlington Company shall at any time during the term of this agreement, desire any additional side, industrial or passing tracks or other facilities which do not now or then exist on said joint line, it shall give to the Eastern Illinois Company notice in writing of such desire, and the Eastern Illinois Company may within sixty (60) days after receiving such notice, proceed to construct such track or tracks or provide such facilities for joint use hereunder.

If the Eastern Illinois Company shall fail to proceed to construct such additional tracks or provide such additional facilities within sixty (60) days after the receipt of such notice, the Burlington Company may, at its own expense, construct or provide the same, and shall maintain and be the sole owner thereof, and shall have the right to use and remove the same, or any part thereof, during the term of this agreement; Provided, however, that if the Eastern Illinois Company shall at any time after such construction or acquisition elect to use said tracks or facilities, it shall have the right to do so, and for such use shall pay to the Burlington Company monthly a sum equal to one-twelfth of two and one-half per cent (2½%) per annum upon the net cost of same, and in addition thereto a proportionate share of the cost of operation, maintenance, repairs and renewals of said tracks and facilities, such proportionate share to be determined by the ratio which the locomotive and car mileage of the Eastern Illinois Company over said tracks bears to the entire locomotive and car mileage of all parties over said tracks, each locomotive to be counted as two (2) cars; Provided, further, that if the Eastern Illinois Company shall, in case of such election to use as aforesaid, also elect to maintain and repair such tracks or facilities, it shall have the right to do so, and the expense thereof shall be borne in accordance with paragraph (c) of Section 2 of Article II of this agreement respecting maintenance and operation; and provided, further, that the Eastern Illinois Company shall have the right at any time before such tracks or facilities are removed by the Burlington Company, to purchase the same by paying to the Burlington Company the cost of construction or acquisition thereof.

Article III.

Mutual Covenants

Section 1. The maintenance, operation, repairs and renewals of the joint line shall be under the sole charge and supervision of the Eastern Illinois Company, which Company shall keep said line in good condition. But if the Eastern Illinois Company shall fail to repair any defect or defects within a reasonable time after notice in writing from the Burlington Company so to do, specifying the said defect or defects, the Burlington Company may repair same at the cost and expense of the Eastern Illinois Company,

subject to the provisions herein contained respecting the division of the cost and expenses of maintenance and operation.

§ 2. The engines and cars of the Burlington Company, while on the joint line, shall be operated by the employes of the Burlington Company, subject, however, to the rules and directions of the Eastern Illinois Company. Schedules for the movement of trains over the said joint line shall be arranged by the joint action of the Eastern Illinois Company and such other companies as may use such joint line. The Eastern Illinois Company shall have the right to examine the employes of the Burlington Company upon the rules and regulations of said Eastern Illinois Company for the government of its employes engaged in handling engines, cars or trains upon the joint line, and the Burlington Company shall not employ, or retain in its employ, in the running of its trains or engines upon the joint line, any employes who may fail upon such examination or be objectionable or unsatisfactory to the Eastern Illinois Company.

Trains of each party shall have the right of way over all trains of the other party of an inferior class, but otherwise, as nearly as may be practicable, equality of right, privilege and advantage shall be given to the trains of the same class operated by either party. All schedules, rules and regulations shall be reasonable and just to both parties, and shall secure to neither any unfair preference or discrimination against the other. If the parties cannot agree upon the adoption of any schedule, rule or regulation, or as to the modification or execution of any one in existence, either party may demand a decision of such point in dispute by arbitration in manner and form hereinafter provided.

§ 3. No discrimination shall be made by the Eastern Illinois Company in favor of or against the Burlington Company in connection with the use of the joint line. All operators, despatchers, agents and others engaged in the supervision, maintenance or operation of the joint line (including interlocking plants) though paid by the Eastern Illinois Company in the first place, shall be considered as, and are in fact, joint employes of the parties hereto, as respects liability for damage or injury due to any act or omission to act, in respect to the maintenance, repair or joint operations over the joint line, and they shall render to each party such service as they may be called upon to render within the scope of their position or employment, and shall be romoved from the service of the joint line upon written request of either party hereto.

§ 4. Except as hereinafter otherwise expressly provided, each party hereto shall be solely liable for all injury, loss or damage caused by its own trains, engines or cars to the other party hereto, or to third persons, or caused to its own trains, engines or cars or to persons or property thereon.

§ 5. Each of the parties hereto assumes all responsibility for accidents or casualties upon, or to its own trains, and to its passengers, freight and employes by reason of any imperfection of the track, or misplacement of switches by its own or a joint employe, or strangers, or for damages for stock killed or injury that may occur to persons walking upon the track or at highway crossings (if any liability therefor) or from any other cause

(aside from, or except collision in any form with the trains of the other party, or negligence of an exclusive employe of the other party), and no such accident or casualty shall give either party a right of action or claim against the other party, it being the intention and design that each party shall be responsible for its own trains, for the conduct of its own and joint employes as respects such trains, freight, passenger and employes, and generally, except when the other party or its employes are at fault.

§ 6. In the event of the killing of stock not in transit, or of damage on account of personal injuries to persons not riding on the trains of either party hereto, or of any damage by fire caused by or incident to the operation of its trains upon the joint line, or on lands adjoining the same, and without regard to the physical conditions of the joint line or its appurtenances, the claims arising shall be adjusted and settled by the proper officer of the Eastern Illinois Company after notice to the Burlington Company (if it be intended to hold that Company liable) and the party at fault shall pay and bear the full amount so paid in settlement of the liability; provided, however, that in the event of its being impossible for want of evidence to fix the liability in such cases on one of the parties hereto, the amount of liability, including all costs, shall be divided between the parties hereto in the same proportion as expenses of maintenance and operation shall be divided for the month in which the accident occurred. In the event of loss, damage or injury occurring to persons or property on the trains of either party hereto, the proper officer of the party on whose train such loss, damage or injury may occur, shall settle the same, and in all cases of settlement under this clause, the release executed shall be made to include and free and discharge both of the parties hereto from all further liability.

§ 7. In case, by reason of any accident to the engine, train or car of one of the parties hereto, loss, damage or injury shall be done to the engine, train or car, or to persons or property thereon, of the other party hereto, on another track, the party to whose engine, train or car such accident occurs shall be solely responsible for and shall pay for such loss, damage or injury.

§ 8. In case of a collision between the respective engines, cars or trains of the parties hereto while on the joint line, or in case of injury, loss or damage resulting from any other cause, the party whose employes shall have been alone at fault shall be solely responsible for and settle and pay for the entire loss and damage caused thereby, and shall save the other party harmless therefrom; and in case any such collision shall be caused by the fault of the employes of both parties, or by the fault of any joint employe or employes, or in case the cause of the collision shall be concealed so that it cannot be determined whose employe or employes were at fault, each party shall bear and pay for all loss, damage or injury which its own property or property in its custody or its employes or its passengers may have suffered in consequence thereof.

§ 9. In the event of destruction of or injury or damage to any of the depots, buildings, bridges, culverts or other appurtenances as a result of the carelessness, or by reason of the negligence, of either one of the parties to this agreement, the whole of the expense of replacing or renewing the property, less the insurance collected therefrom, shall be paid by the party

at fault, provided that the said replacing or renewing shall be of the same general character as the work destroyed.

§ 10. In case any of the Burlington Company's trains shall be wrecked while running upon any track of the Eastern Illinois Company, the use of which is hereby granted, such wreck shall be picked up and removed by the Eastern Illinois Company and the cost of such service shall be borne and paid for by the Burlington Company.

§ 11. In case a suit or suits be commenced against either party hereto for or on account of any damage or injury for which the other party is liable under the terms of this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon such other party shall assume the defense of such suit and shall save and hold the party so sued harmless from all loss, cost, or expense by reason thereof.

§ 12. In the issuance of time cards from time to time the parties hereto shall bear equally the expense thus incurred, in case it becomes necessary on account of the change in time of the trains of each of the parties hereto to issue new time cards; but if it becomes necessary to issue such new time cards by reason of the change in time of the trains of one of the parties hereto and not the other, the party making the change in time shall bear the entire expense thus incurred.

§ 13. The rights of the Burlington Company under this agreement shall be dependent upon the prompt payment by it of all moneys, and the faithful performance by it of all of its obligations, the payment or performance of which it has assumed in this agreement. If ninety days' default shall be made by the Burlington Company in the making of any payments which it is required to make by this agreement, after such payments shall have become due, or if the Burlington Company shall fail for ninety days to comply with any of its covenants under this agreement, the Eastern Illinois Company, may at its option, give to the Burlington Company written notice thereof, and if such delinquent payments are not made to the Eastern Illinois Company, or such covenants are not complied with within thirty (30) days from and after the receipt by the Burlington Company of such written notice the Eastern Illinois Company may declare this agreement terminated and annulled and may exclude the Burlington Company from any further use and enjoyment of the rights and privileges by this agreement granted.

§ 14. Nothing in this agreement contained shall prevent the Eastern Illinois Company from admitting one or more additional railroad companies to the use of the joint line, provided such additional use shall not interfere materially with the full enjoyment by the Burlington Company of the rights and privileges herein granted; and provided further that such additional company or companies so using the joint line shall participate with the Eastern Illinois Company and the Burlington Company on a locomotive and car mileage basis as above defined in the payment of operating expenses, repairs, renewals and maintenance of the joint line; and provided further that the Burlington Company in case of the admission of such other company or companies, shall at all time be accorded as favorable terms and

conditions in the matter of the use of said joint line as such other company or companies are accorded.

ARTICLE IV.

Arbitration.

SECTION 1. In case of any dispute or difference arising under this agreement, the same shall be submitted to two (2) arbitrators, one of whom shall be appointed by the Eastern Illinois Company, and the other by the Burlington Company, and if these two arbitrators cannot agree, they shall select a third, who shall be a disinterested party, and the decision of a majority of said arbitrators upon any question submitted shall be final and conclusive and binding upon the parties hereto. In case either of the parties shall fail to appoint an arbitrator for a period of thirty (30) days after written notice by the other party to make such appointment, then and in that event, the arbitrator appointed by the other party shall have the right to appoint another arbitrator, and the two arbitrators so chosen shall select a third, and in case the two arbitrators so appointed by the parties hereto in the manner aforesaid, shall fail within thirty (30) days after their appointment to select a third arbitrator, said third arbitrator shall, on the application of any party hereto, be appointed by the Judge of the District Court of the United States for the Northern District of Illinois. The three (3) arbitrators so chosen and selected shall hear and decide all questions of difference submitted to them in writing, and their decision, or that of a majority of them, shall be final, conclusive and binding upon the parties hereto. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such questions.

ARTICLE V.

Term.

SECTION 1. This agreement shall take effect upon the date upon which the Burlington Company commences the use of said joint line and shall continue for the period of five (5) years from said date and thereafter until the expiration of one year from the date upon which one of the parties shall give to the other notice in writing of its desire to terminate same. In the event of the termination of this agreement as aforesaid, or in any other manner, each party shall have the right, notwithstanding such termination, to recover from the other any obligation or liability which may have accrued under this agreement while the same was effective and in operation.

§ 2. All the grants, covenants and stipulations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto; provided, however, that no assignment by the Burlington Company of this agreement, or any of the rights or privileges hereby granted,—otherwise than in connection with the assignment, transfer or lease of all of the railroad property of the Burlington Company,—shall

be made without the written consent of the Eastern Illinois Company, and any such assignment made without the consent of the Eastern Illinois Company shall be absolutely void.

In Witness Whereof the parties hereto have caused this agreement to be signed by their respective Presidents or Vice-Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

Chicago and Eastern Illinois Railroad Company,
By B. L. WINCHELL,
[SEAL] *President.*
Attest: J. S. FORD

Chicago, Burlington & Quincy Railroad Company,
By D. MILLER,
[SEAL] *President.*
Attest: T. S. HOWLAND, *Secretary.*
Approved as to form:
E. M. SHELTON

SUPPLEMENTAL AGREEMENT, June 4, 1923, Chicago and Eastern Illinois Railway Company and Chicago, Burlington & Quincy Railroad Company. 15.79 miles.

This Supplemental Agreement, made and entered into this 4th day of June, 1923 by and between the Chicago and Eastern Illinois Railway Company, a corporation organized and existing under the laws of the State of Illinois, party of the first part hereinafter called the Eastern Illinois Company, and the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part, hereinafter called the Burlington Company, *Witnesseth:*

Whereas, on to-wit: June 1st, 1910, the Chicago and Eastern Illinois Railroad Company, predecessor of the Eastern Illinois Company, and the Burlington Company entered into a certain written agreement by the terms of which the said Chicago and Eastern Illinois Railroad Company granted unto the Burlington Company the right to use in common with the said Chicago and Eastern Illinois Railroad Company its line of railroad between a point fifty-two and three-tenths (52.3) feet south of Station Number Four Hundred Six (406) in the Southwest Quarter (S.W. ¼) of Section Twenty-three (23), Township Ten (10) South, Range Two (2) East of the Third Principal Meridian, Williamson County, Illinois, and a point thirty-seven and one-tenth (37.1) feet south of Station Number Twelve Hundred Forty (1240) in the north half of the Southeast Quarter (S.E. ¼) of Section Thirty-four (34) in Township Twelve (12) South, Range Two (2) East of the Third Principal Meridian, Johnson County, Illinois, a distance of fifteen and seventy-nine hundredths (15.79) miles, and,

Whereas, said parties re-valued as of September 1st, 1921, the said property of the Eastern Illinois Company so used in common and now desire to substitute in Paragraph Two (2) of Section Two (2) of Article Two (II)

of said original agreement said new valuation in lieu of the valuation therein stated, and,

Whereas, said parties also desire to extend the term of said original agreement for a further period of five (5) years from May 1st, 1922, as well as to add another provision to said original agreement with reference to division of expense growing out of damage to property not belonging to or in the custody of the parties hereto caused by joint employes, and in case of damage or injury by any cars, trains, engines or other appliances while being used solely in the maintenance, repair or renewal of the joint line, and in case of personal injuries to or death of joint employes while so engaged, when not caused by the trains, engines or cars of the parties hereto, other than work trains engaged in the work on the joint track.

Now, Therefore, the parties hereto, in consideration of the premises and the sum of One Dollar ($1.00), lawful money of the United States of America, by each of said parties paid to the other before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have agreed, and do agree, to bind themselves as follows:

1.—Paragraph (a) and the first sentence of Paragraph (b) of Section Two (2), Article Two (II) of said original agreement between the parties hereto dated June 1st, 1910, shall be changed to read as follows and, as so changed, shall be effective as of May 1st, 1922:

> "(a) A sum equal to one-twelfth (1/12) of Two and one-half per cent (2½%) per annum on a valuation of One Million Dollars ($1,000,000.00)."
>
> "(b) A sum equal to one-twelfth (1/12) of Two and one-half per cent (2½%) per annum upon the full cost of all improvements and betterments on said joint line made after September 1st, 1921, including those provided for by special assessments, changes in profile and alignment, ballast, re-laying with rail of heavier material than section now in use, the strengthening of bridges and all additions thereto provided for the equal joint use hereunder.

2.—The term of said original agreement as modified hereunder shall be extended for a further period of five (5) years from May 1st, 1922, and unless said original agreement so modified is canceled by either party hereto giving to the other written notice of its desire so to do one (1) year prior to the termination of said five (5) year perid, the same shall continue in force and effect thereafter until the expiration of one (1) year from the date upon which one of the parties hereto shall give to the other notice in writing of its desire to terminate the same.

3.—That effective as of March 1st, 1917, there shall be added to Article Three (III) of said original agreement as Section Ten A (10A) thereof, the following provision:

> "Section 10A. In case of damage to property not belonging to or in the custody of the parties hereto, caused by joint employes, and in case of damage or injury by any cars, trains, engines or other appliances while being used solely in the maintenance, repair or renewal of the joint line, and in case of personal injuries to or death of joint employes while so engaged when not caused or

contributed to by trains, engines or cars of the parties hereto, other than work trains engaged in work on the joint track, all costs and expenses connected therewith or caused by reason thereof, shall be charged to the cost of operation, maintenance, repairs and renewals of said joint line and shall be borne by the parties hereto under the provisions of Paragraph (C) of Section Two (2) of Article Two (II) hereof."

In Witness Whereof, the parties hereto caused this supplemental agreement to be signed by their respective Presidents or Vice-Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

Chicago and Eastern Illinois Railway Company,

[SEAL] *By* W. J. JACKSON,
President.

Attest: F. R. AUSTIN, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN,
President.

Attest: E. J. ALDEN, *Asst. Secretary.*

Form O. K.

THOS. J. LAWLESS, *Attorney.*

Approved as to form:

H. T. DICK, *General Solicitor.*

AGREEMENT. Dated: August 5, 1913. Effective: November 4, 1912. The Baltimore and Ohio Southwestern Railroad Company and Chicago, Burlington & Quincy Railroad Company. Subject: Common use by C. B. & Q. R. R. of B. & O. S. W. tracks between Shattuc and East St. Louis, Ills.

This Agreement, Made and entered into this 5th. day of August, 1913, by and between The Baltimore and Ohio Southwestern Railroad Company, a corporation by consolidation under the laws of the States of Ohio and Indiana, hereinafter called "Baltimore Company," party of the first part, and the Chicago, Burlington and Quincy Railroad Company, a corporation under the laws of the State of Illinois, hereinafter called "Burlington Company," party of the second part,

Witnesseth:

That, Whereas, Said Baltimore Company owns and operates a line of railroad in the State of Illinois and through the counties of Clinton and St. Clair; and,

Whereas, Said Burlington Company operates a line of railroad in the State of Illinois from Beardstown to Centralia, which line of railroad crosses that of said Baltimore Company at Shattuc, in Clinton County, State of Illinois; and,

Whereas, Said Burlington Company desires to use that part of the line of railroad of said Baltimore Company extending from said Shattuc westwardly through said Clinton and St. Clair Counties, into the city of East St. Louis, in said St. Clair County, for the purpose of carrying freight

and passenger traffic over said line of railroad between said Shattuc and said East St. Louis, including in said term "traffic" both mail and express matter, which line of railroad between said points of Shattuc and East St. Louis is shown in red and yellow on the blue print hereto attached, marked "B. & O. File 7791-1A," signed by the respective Chief Engineers of the parties hereto, and made a part of this agreement; and,

Whereas, Said Baltimore Company is willing to permit said Burlington Company to use said line of railroad between said points for the purposes aforesaid, upon the terms and conditions hereinafter set out and not otherwise;

Now, Therefore, It is mutually agreed by and between the parties hereto, each in consideration of the covenants and agreements of the other, as follows, to-wit:

1. Said Baltimore Company, upon the terms and conditions hereinafter contained, hereby grants unto said Burlington Company, its successors and assigns, the right, for and during the term of twenty (20) years from the date of this contract, and thereafter unless and until this contract shall be terminated upon five (5) years' written notice by either party hereto to the other, which notice may be given so as to terminate this contract at the end of said term of twenty (20) years, or at the end of any year thereafter, unless the same shall be sooner terminated as hereinafter provided, to run its engines and trains over the main tracks and passing tracks of that portion of the railroad of said Baltimore Company extending from Shattuc, in Clinton County, to East St. Louis, in St. Clair County, Illinois, being a distance of approximately fifty-five (55) miles, and to use the water tanks, coal bins and other appurtenances necessary to operate and carry on the business of said Burlington Company over said portion of the railroad of said Baltimore Company, upon the terms and conditions hereinafter set out.

The right to use the tracks aforesaid by said Burlington Company is confined to the running of its engines, trains and cars over the same, and no right is acquired by it to transact any local business of any sort whatsoever upon said tracks at or between said junction points of Shattuc and East St. Louis. The term "local business" is meant to include all business between Shattuc and East St. Louis, and all business at or to or from points between said junction points of Shattuc and East St. Louis. If the Burlington Company is required by law to transact any such local business, then the net profits of such business shall be paid to the Baltimore Company.

2. The use of said tracks by said Burlington Company under this contract shall be common with the use of the same by said Baltimore Company, and by any other company or person to whom said Baltimore Company may grant the right to use the same, or any part thereof, and shall be under such reasonable rules and regulations as said Baltimore Company may from time to time prescribe for their use and operation.

Said Baltimore Company shall provide for the running by said Burlington Company over the aforesaid part of the railroad of said Baltimore Company of such engines, trains and cars as said Burlington Company shall desire

to run, the movement of all of which shall be under the control of the proper officers of said Baltimore Company while on the rails of said Baltimore Company, and the officers of said Baltimore Company shall for that purpose be considered officers of both of the parties hereto. However, the engines and cars of said Burlington Company while on the railroad of said Baltimore Company shall be managed by the employes of said Burlington Company, subject, however, to the reasonable rules and directions of the officers of the Operating Department of said Baltimore Company.

Schedules of the movements of trains over said railroad shall be arranged by the Superintendents of the parties hereto, provided passenger trains of all kinds shall have precedence over all other trains. The cost of printing such schedules shall be charged as follows: If all parties shall desire a change of schedule at the same time the cost of printing such schedule shall be considered as part of the operating expenses, to be apportioned and assumed as hereinafter provided. If only one party shall desire such change, the cost of printing shall be borne by such party. The customary spring and fall changes in time schedules shall be considered as a part of the operating expenses, to be borne as hereinafter provided. If it is necessary because of the requirements of said Burlington Company to issue a new time schedule, although no request therefor has been made by said Burlington Company, then the cost of printing said schedule shall be borne entirely by said Burlington Company.

3. For the use of such railroad and facilities (shown in red and yellow on said plat) from Shattuc to East St. Louis, said Burlington Company agrees to pay the Baltimore Company, its successors and assigns, as rental therefor, two and one-half per centum per annum of the valuation of said railroad and facilities herein provided for, which valuation for the purposes of this contract it is agreed shall be Two Million Four Hundred and Eighty-two Thousand Two Hundred and Seventy Dollars and Seventy-five Cents ($2,482,270.75). Said sum shall be due at the end of each calendar month, and shall be payable on or before the end of the calendar month next succeeding, and shall be due and payable notwithstanding any additional use that may be granted of said tracks by said Baltimore Company. But as to the use and maintenance and taxes and all other charges herein provided to be paid by said Burlington Company on a mileage basis, it is understood that the mileage of any other company that may be allowed to use said tracks shall be counted and treated as mileage of said Baltimore Company.

4. Whenever, in the opinion of the General Manager of said Baltimore Company or the officer hereafter performing the duties now incumbent upon said General Manager, or by virtue of any law, statute, or order of any commission or other lawful authority, it shall be necessary to protect the connection at Shattuc, Illinois, between the tracks of said Burlington Company and those of said Baltimore Company, or the connection of said tracks at East St. Louis, Illinois, with an interlocking plant or other safety device, then said Burlington Company shall construct, maintain and operate said interlocking plant or other safety device. Said construction, maintenance and operation shall be to the satisfaction of the General

Manager of said Baltimore Company or the officer hereafter performing the duties now incumbent upon said General Manager, and in compliance with any statute, law, or order of any commission or other lawful authority, and shall be at the sole cost and expense of said Burlington Company. Said Burlington Company at its sole cost and expense shall obtain the approval of the Railroad and Warehouse Commission of the State of Illinois to any plans providing for said interlocking plant or other safety device, but before submitting said plans to said Commission, shall first obtain the written approval of said plans by said Baltimore Company. It is agreed and understood that this provision shall apply only to interlockers at the connection points heretofore referred to at Shattuc, Illinois, and East St. Louis, Illinois, and shall not be construed to apply to interlockers or saftey devices installed at any other points between said Shattuc and said East St. Louis. If said Burlington Company shall be able to include within any existing interlocking plant either of said connection tracks, it may do so, at its sole cost and expense, the additional cost of maintenance and operation to be divided as may be provided for in any existing contract respecting the operation and maintenance of such interlocking plant. Division of liability for accidents where such an interlocking plant is utilized shall be upon the basis of any existing contract respecting such interlocking plant.

The maintenance of that part of the line of the railroad of said Baltimore Company to be used under this contract, and all improvements or additions which may be made under the provisions of this agreement, shall be under the charge and supervision of said Baltimore Company, and said part of said railroad shall be kept and maintained in first class condition judged by the standard of lines of the same class, and in accordance with the policy of said Baltimore Company as to the remainder of the division of which said fifty-five (55) miles form a part.

Said Baltimore Company may make any necessary changes, betterments and improvements it may desire in and upon the aforesaid part of its line, including double tracks, renewals of culverts and bridges, and the substitution of one kind of material for another, the installation of a block system and of interlockers, as shall be in accordance with good railroading and as in the judgment of said Baltimore Company may be proper, or as shall be required by any statute or other lawful authority, and shall make such changes, betterments and improvements as may be required from time to time to create and maintain the physical condition above described, and the disposition of the cost therefor, as to whether it shall be treated as an operating expense or a charge to capital account, shall be in accordance with the policy and practice of said Baltimore Company with reference to like expenditures on the remainder of its railroad, and in accordance with established railroad uses as to railroad lines of like character with reference to like expenditures. If such expenditures, or any portion thereof, shall be charged to any other accounts than operating expenses, then said Burlington Company hereby agrees to pay to said Baltimore Company two and one-half per centum per annum on the cost of such betterments and improvements, said payments to be in

addition to any other payments to be made by said Burlington Company to said Baltimore Company under the terms of this agreement; provided, however, if any of said betterments or improvements shall be in the nature of additional facilities, the necessity for the construction of which arises solely from the admission by the Baltimore Company of any other company or companies to the use of the aforesaid part of its line, or any portion thereof, no interest rental on the cost of such additional facilities shall be charged to the Burlington Company.

Said Baltimore Company shall have the right to arrange with the owners of lands adjoining its tracks, or with others, as to the plowing of fire guards upon property adjoining the tracks covered by this agreement, and as to other precautions against fire or stock claims, in which event the cost and expense incident thereto shall be charged to the maintenance account and divided between the parties hereto as other maintenance of way expenses.

Said Baltimore Company shall keep correct accounts of the cost of repairing, maintaining, renewing, improving and keeping up the property covered hereby, and the cost and expense incurred of Agent-operators, Telegraph or Telephone Operators, Towermen, Levermen, Signal Men, Road Watchmen, and other employes employed in the handling of trains, the employes and officers who may be engaged in the repair of the aforesaid portion of the line of railroad of said Baltimore Company, and of the cost of supplying water tanks with water, and of the wages of such other employes as are engaged in the common service of the parties hereto.

5. Said Burlington Company, in addition to the other payments herein provided for, including the monthly rental, shall pay monthly to said Baltimore Company such proportion of all expenses from time to time incurred by said Baltimore Company in renewing and maintaining the tracks, bridges, structures, fences and right of way, and switches and appliances and other property necessary or proper in the operation of the tracks covered by this agreement, and such proportion of all operating expenses incurred in the common service of the parties hereto, and of the cost of supplying water tanks with water, as the car and engine mileage of said Burlington Company over said tracks shall bear to the total car and engine mileage of both said Burlington Company and said Baltimore Company such proportion of all expenses from time to time proportional amount so to be paid shall be included, in addition to the expenses of the officers and employes herein referred to, the proper proportion, as hereinafter defined, of the salaries and cost of services of the division officers and employes and their subordinates and assistants, including the officers engaged in the Operating and Accounting Departments of said Baltimore Company as are necessary for the carrying out of this agreement; the part of the salaries or wages of division officers or employes, and their subordinates and assistants, and of officers, their subordinates and assistants, engaged in the Operating and Accounting Departments as aforesaid, which is to be included in the cost and expense to be jointly paid as aforesaid, shall be ascertained by the proportion which the number of miles used under this agreement shall bear to the whole number of

miles over which the service of such officers, their assistants and subordinates, or employes, extend.

Said Baltimore Company shall render a bill to said Burlington Company for said Burlington Company's share of said expense at the end of each month, which bill said Burlington Company agrees that it will pay to said Baltimore Company on or before the end of the month next succeeding.

Said Burlington Company shall also pay to said Baltimore Company, as often as they shall accrue and become payable, such proportions of any and all taxes, assessments, duties, imposts and charges whatsoever as may be levied, assessed or imposed during the term hereby granted, by any government or lawful authority whatsoever, upon the tracks or property of said Baltimore Company, which said Burlington Company is entitled to use under this agreement, as the car and engine mileage of said Burlington Company shall bear to the total car and engine mileage of said Burlington Company combined with that of said Baltimore Company during the calendar year for which such taxes and assessments shall be levied; bills for such proportions of said taxes, assessments, duties, imposts and charges to be rendered by said Baltimore Company to said Burlington Company, and the same to be payable on or before the end of the month next succeeding that in which they are rendered, it being the intent hereof that all governmental charges upon the aforesaid property, the use of which is hereby granted, shall be paid in part by said Burlington Company as herein provided, however the form thereof may change, and in whatever manner or by whatever name the taxes, assessment, impost or charge may be imposed or called, but said Burlington Company shall not be required to pay any part of any special assessment or taxes levied upon or against any property of said Baltimore Company not used by said Burlington Company. Special assessments levied because of special improvements shall be considered as part of the maintenance expense, and shall be divided between the parties hereto accordingly.

6. It is understood and agreed that all tracks necessary to be laid in order to make connection with the tracks of said Baltimore Company at Shattuc and East St. Louis, shall be constructed and maintained entirely at the expense of said Burlington Company.

7. It is understood and agreed that the employes of said Burlington Company, while on the tracks of said Baltimore Company, shall be subject to the reasonable rules and regulations of said Baltimore Company. If any employe of said Burlington Company, including those engaged in the maintenance and operation of the interlockers at Shattuc and East St. Louis, shall prove objectionable to said Baltimore Company, said Burlington Company, upon request from said Baltimore Company, for reasons deemed by said Baltimore Company good and sufficient, shall not permit said objectionable employe on said tracks, and shall discharge those engaged in the maintenance and operation of said interlockers.

8. In case said Burlington Company shall at any time fail for sixty (60) days to pay any sum of money that shall become due under this contract, or in case it shall refuse or neglect for such time to perform any condition, stipulation or agreement herein contained, upon its part

to be performed, said Baltimore Company may, at its option, terminate this contract and all the provisions thereof upon giving thirty (30) days' written notice to said Burlington Company of its intention so to do, and thereupon this contract and all rights of said Burlington Company thereunder shall cease, end and determine. Provided, however, that said Burlington Company shall remain liable to said Baltimore Company for any moneys due thereunder, and for any failure on the part of said Burlington Company to comply with the terms and conditions of this contract to the time of the expiration thereof as aforesaid.

It is expressly understood and agreed that if said Burlington Company shall, at any time during the term of this contract, become so financially involved that a receiver of its property and franchises shall be appointed, or that its property and franchises shall become, by judicial sale, vested in some other person, natural or artificial, which such receiver or person shall have the right in law to elect whether he or it will take over this contract of lease, then said Baltimore Company shall be and hereby is vested with like right of election, provided the same shall be exercised by it within six (6) months after such right of election shall be vested in any such receiver or person, and notice of the existence of such right shall have been received by said Baltimore Company. Provided, however, that before said Baltimore Company shall exercise such election it shall first notify in writing such receiver or purchaser at judicial sale, as the same may be, of its intention to elect to exercise such right, and thereupon, unless such receiver or such purchaser shall within three (3) months after the receipt of such notice notify the Baltimore Company of the election of such receiver or such purchaser to take over this contract of lease, then the right of said Baltimore Company to exercise said right shall become absolute and it may, at its option, thereupon terminate this contract of lease at once.

It is further agreed that any waiver at any time by said Baltimore Company of a breach of any condition of this contract by said Burlington Company shall extend only to the particular breach so waived, and shall in no manner impair or affect the existence of such condition or right of said Baltimore Company, its successors or assigns, thereafter to avail itself of such conditions or any subsequent breach thereof.

9. Said Burlington Company agrees that it shall not have the right to, and will not, contract or arrange with any other railroad company or person, whose line is or may be constructed or operated directly or indirectly to a junction with the railway possessed and operated by said Burlington Company, for the running of trains by or for such other railroad company over the whole or any part or portion of the line of railroad, the use of which, under the terms of this agreement, is conferred upon said Burlington Company, without the consent in writing first obtained of said Baltimore Company.

10. Said Burlington Company agrees that it will and it does hereby assume all risk and all liability for injury or damage to persons or to property in its possession, or to the property of third persons, caused by its trains, cars or locomotives operated over the railway tracks or

bridges covered by this contract where such injury or damage is caused by its officers, agents or servants employed in the management, running or operation of its trains, cars or locomotives in any manner whatever, or by the officers, agents or servants of the Baltimore Company in charge of any interlocking system, bridges, gates, switches, turntables or other appliances or devices in any manner whatsoever connected with the operation of the property covered by this contract, or in charge of the maintenance, renewal and repair of the same, or in charge of the making or giving of the time-cards, rules, regulations and orders in any manner having to do with the management, starting, moving, running or operation of said trains, cars, or locomotives, causing such injury or damage, and shall and will, during the continuance of this contract, save and keep harmless the Baltimore Company from all claims, demands, loss or damage on account thereof.

Said Burlington Company further agrees that it will, and it does hereby, assume all risk and all liability for injury or damage to persons or to its own property, or to the property of third persons caused by its trains, cars or locomotives by reason of or growing out of defects in the right of way, roadbed, track or tracks, bridges or culverts, or the insufficiency of fences, or the lack of fences, along the right of way of the railway and tracks, the right to use which is granted by this agreement, or the failure to erect or to build signboards or gates or cattle guards, or other protections at highway, street, or other crossings, public or private, in compliance with the law, or the failure to erect interlocking systems or other safety appliances at railway crossings, connections or intersections, or the erection or construction of fences, signboards, gates, cattle guards, interlocking systems, or other safety appliances or protections, or to provide watchmen along the line, the right to use which is granted by this contract, which do not fully conform to the law; and they shall and will, during the continuance of this contract, save and keep harmless said Baltimore Company from all claims, demands, loss or damage on account thereof; but if said Baltimore Company shall fail to repair defects in its tracks or bridges, the right to use which is granted to said Burlington Company, within a reasonable time after notice in writing by said Burlington Company shall have been given, specifying such defects, or shall fail to build or erect such fences, signboards, gates, cattle guards, interlocking systems, or other safety appliances, along its tracks, the right to use which it has granted as aforesaid, as may be required by law, or to repair the same, if in need of repairs, within a reasonable time after notice in writing by said Burlington Company shall have been given, specifying the place or places where such fences, signboards, gates, cattle guards, interlocking systems, or other safety appliances should be erected, or that repairs thereon are needed, or changes necessary to make the same conform to the requirements of the law, then and in every such case said Baltimore Company shall assume all risk and all liability caused by reason thereof.

Neither party shall be liable to the other for any loss, damage, or injury, occasioned by the negligence of the officers, servants or agents engaged in the sole business or the sole operation of the trains of the

employing company; this clause, however, not to modify the two clauses next preceding.

Said Burlington Company further agrees that in case any action or actions, suit or suits, shall be commenced against said Baltimore Company, growing out of any damage or injury as aforesaid, whether actual or claimed, for which, as between the parties hereto, said Burlington Company is liable, if there is any liability, said Baltimore Company may give written notice of the same to the said Burlington Company, and thereafter said Burlington Company shall attend to the defense of the same, and save harmless said Baltimore Company from all expense, counsel fees, costs, liabilities, disbursements, recoveries, judgments and executions, in any manner growing out of, pertaining to, or connected therewith, and in the event that any service in connection with such defense shall be rendered at the request of said Burlington Company, by any officer, agent, representative or employe of said Baltimore Company, who shall be compensated by an annual or other salary, so that no special sum shall be paid him for such service, then there shall be paid to said Baltimore Company, on account of the services so rendered by said salaried employe, a reasonable sum for his services in connection with the matter as to which said Burlington Company is or is claimed to be liable.

11. Said Burlington Company shall forthwith advise said Baltimore Company, in writing, whether it will or will not assume charge of any such suit so commenced against said Baltimore Company, and if it shall refuse so to do, said Baltimore Company may conduct the defense, and the question of liability, or responsibility, under the terms hereof shall thereafter be determined by arbitration as herein provided, save that the question of the amount of the loss or damage shall be deemed conclusively determined by any final judgment that may be rendered in such action, and that in the event of the failure or refusal of said Burlington Company to assume the defense, said Baltimore Company shall have full power and authority to compromise or settle any such claim for such an amount as it may deem proper, and the sum so agreed upon by said Baltimore Company shall be deemed final and conclusive as to measure of damages or amount to be paid. But the failure of said Baltimore Company to give notice to said Burlington Company to make such defense shall not prevent the Baltimore Company from being reimbursed, if in fact said Burlington Company is the party who, as between the parties hereto, should undertake the defense of such suit or suits.

In all cases of collision between the trains, engines or cars of the parties hereto, each party shall assume and bear all loss on account of damage to its engines, cars or equipment, or to engines or cars being operated by it, or to freight or other traffic being hauled by it, or to its own train employes or licensees, or passengers on its trains or engines or cars involved in such collision. All other loss or damage caused by such collision, whether to employes not herein specified, or to third parties, or to the property of third parties, or to the railroad track and its appurtenances, shall be divided between the parties, share and share alike.

Said Baltimore Company agrees to procure an agreement with respect

to liability for accidents caused by collision, substantially in the form herein provided for such cases, between said Baltimore Company and such other person or companies as may hereafter be admitted to a joint use of the tracks covered by this agreement.

In cases of joint liability, that is, in cases in which, as between themselves, under the terms hereof, the parties hereto shall be jointly liable, settlement shall, whenever reasonably practical, be made after the assent of the parties involved shall have been secured, but where they do not agree, then either party may make settlement in the interest of both, and if the same shall not be satisfactory, the question of the reasonableness thereof shall be left to arbitration as hereinafter provided.

In cases in which there is dispute as to the liability as between themselves and the parties hereto, either may settle the claim, if it shall deem fit so to do, and the question of the reasonableness of the amount paid, and of liability as between the parties, may be determined by arbitration as hereinafter provided. If in any case it shall appear or shall be found by the arbitrators that both of the parties hereto are liable, but that it is impossible to determine as between the parties who shall bear the loss, then the amount shall be pro-rated, share and share alike, between the two parties.

The term "liability" as used in this Article, is meant to include not only cases in which there is in fact liability, but cases in which a liability is claimed, whether the same shall or shall not have been established by the judgment of a court against any of the parties hereto.

12. This agreement shall not be construed to deprive the Burlington Company of the right under an existing arrangement between the Burlington Company, and the Baltimore Company; to use about eighteen-hundred (1800) feet of the track of the Baltimore Company at East St. Louis for interchange of business with The Louisville & Nashville Railroad Company, and said right of the Burlington Company shall continue in all respects the same as if this agreement had not been made; it being understood and agreed, however, by and between the parties hereto that from and after the date of the execution of this agreement the charge of twenty-five cents (25¢) per car heretofore made by the Baltimore Company against the Burlington Company for said use of said track shall be discontinued.

13. If any difference shall arise between the parties hereto, either in respect to this agreement or any right, advantage, or obligation growing out of the same, then, after written notice from one party to the other of the existence and nature of the differences, with a statement of the question or questions upon which a decision is desired, the same, with any question or questions which the other party may propose for decision, shall be submitted to arbitration as follows:

To such person skilled in railway management as sole arbitrator as the parties may agree upon within thirty (30) days after notice, and his decision in writing shall be final and binding upon both parties.

If the parties shall fail to agree upon such arbitrator within the time

aforesaid, then, within thirty (30) days thereafter, each party shall appoint an arbitrator skilled in railway management, and the two so appointed shall within twenty (20) days thereafter choose a third. If either party shall fail to appoint an arbitrator within the time specified, the other party may, within ten (10) days after such failure, appoint a second arbitrator, and the two so appointed shall within twenty (20) days thereafter choose a third. In case of the failure of the two arbitrators so appointed to choose a third within said period of twenty (20) days, then said third arbitrator shall be such a person skilled in railway management as shall be named by any acting judge of the Circuit Court of St. Clair County, Illinois, upon the application of any party to the arbitration. So soon as the third arbitrator shall be chosen, the questions shall be submitted to the three arbitrators, and the written decision of any two of them shall be final and binding.

The hearing before the arbitrator or arbitrators shall be at such place as he or they may select at East St. Louis in the State of Illinois, or at St. Louis, in the State of Missouri, but the arbitrator, if there be but one, or the majority of them, if there be more than one, may adjourn the hearing to such other place or places as he or they may deem proper.

If the sole arbitrator, or if any majority of the three arbitrators, shall fail to render a decision within thirty (30) days after the final submission of the question or questions submitted, either party may, at any time before a written decision is rendered, elect to end the arbitration, and shall have the right, upon giving notice as aforesaid, to have the question of differences submitted anew to a new arbitrator or arbitrators, to be selected in the manner above specified.

Pending the submission to arbitration of any question, and until the arbitrators shall have rendered their decision, no legal proceedings shall be taken by either party against the other.

14. This contract shall bind the successors, lessees and assigns of the respective parties hereto as fully as the parties themselves; provided, however, that the rights herein granted shall not pass to any assignee or successor of said Burlington Company who shall not operate the railroad formerly known as the Chicago, Burlington & Quincy Railroad.

The side notes herein are for convenience of reference only, and are not to be taken as affecting the interpretation of the text.

In Witness Whereof, the parties hereto, acting through their corporate officers thereunto duly authorized, have executed this contract in duplicate on the day and year first written above.

The Baltimore and Ohio Southwestern Railroad Company,

[SEAL] *By* DANIEL WILLARD,

Attest: *President.*

G. F. MAY, *Assistant Secretary.*

Chicago, Burlington and Quincy Railroad Company,

[SEAL] *By* D. MILLER,

Attest: *President.*

H. W. WEISS, *Assistant Secretary.*

STATE OF MARYLAND, CITY OF BALTIMORE } SS:

Be it Remembered, That on this fifth day of August, 1913, before me, the undersigned, a Notary Public in and for the State and City aforesaid, came The Baltimore & Ohio Southwestern Railroad Company, a corporation, by Daniel Willard, its President, and G. F. May, its Assistant Secretary, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last written above.

[SEAL] GEO. W. HAULENBEEK,

Notary Public in and for City of Baltimore, State of Maryland.

My commission expires May 1st, 1914.

STATE OF ILLINOIS, COUNTY OF COOK. } SS:

I, W. S. Burley, a Notary Public in and for the State and County aforesaid, do hereby certify that D. Miller, President of the Chicago, Burlington & Quincy Railroad Company, a corporation, and H. W. Weiss, Assistant Secretary of said Company, who are severally personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, and who are personally known to me to be the President and Assistant Secretary, respectively, of the said Chicago, Burlington & Quincy Railroad Company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said Chicago, Burlington & Quincy Railroad Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of August, 1913.

[SEAL] W. S. BURLEY,

Notary Public in and for Cook County, State of Illinois.

Chicago, Burlington & Quincy Railroad Company.

Chicago, Ill., May 10, 1916.

Mr. J. M. Davis,
General Manager, B. & O. S. W.,
Cincinnati, O.

Dear Sir:—

The valuation on which we pay rental for use of your line Shattuc to East St. Louis includes coal chute at Breese, Ill. We are also paying a proportion of the cost of maintenance and operation of this chute on basis of main line car mileage. We have used this chute only in emergency cases and since January 1st have used it but twice.

We would be glad if your Company will eliminate this chute as a joint line facility and charge us your regular rates for the small amount of coal which we might take in emergency cases. In view of the small amount

of use which we have made of this facility I feel that we are justified in making this request and I trust that you will see fit to meet our wishes.

Yours truly,
E. P. BRACKEN.

The Baltimore and Ohio Southwestern Railroad Company,
Operating Department,
Cincinnati, Ohio, June 16, 1916.

Mr. E. P. Bracken,
General Manager, C. B. & Q. R. R.,
Chicago, Illinois.
Dear Sir:—

Replying to your letter of May 10th with reference to our monthly bills for trackage between Shattuc and E. St. Louis including maintenance charge for coal chute at Breese, Ills.

In view of the fact that you do not regularly make use of this facility, it will be eliminated in future bills. It should be understood, however, that this is not retroactive. We could contend that the coal tipple is an indispensable operating facility used in connection with the operation of the joint track, and notwithstanding that you have only made occasional use of it, the charge for maintenance is defensible. The concession is made for the sole reason that you do not regularly use the facility.

Yours truly,
J. M. DAVIS,
General Manager.

Chicago, Burlington & Quincy Railroad Company.
Chicago, Ill., June 20, 1916.

Mr. J. M. Davis,
General Manager, B. & O. S. W. R. R.,
Cincinnati, O.
Dear Sir:—

I have your letter of June 16th about coal chute at Breese, Illinois, and thank you for the concessions you are willing to make.

So that our people may be fully advised will you please advise me what amount will be deducted from the value of the joint line on account of this chute.

Yours truly,
E. P. BRACKEN.

The Baltimore and Ohio Southwestern Railroad Company,
Operating Department,
Cincinnati, Ohio, June 26, 1916.

Mr. E. P. Bracken,
General Manager, C. B. & Q. R. R. Co.,
Chicago, Illinois.
Dear Sir:—

Replying to your letter June 20th relative to coal chute at Breese, Illinois.

It is not contemplated to make any reduction in the valuation of the joint track and facilities.

Inasmuch as you will occasionally use the coal chute, it is proper to include a rental charge. The concession, waiving a wheelage proportion of maintenance was made in consideration of the fact that you do not regularly use the chute. Should conditions change in this respect, the concession will be withdrawn. Yours truly,

J. M. DAVIS,
General Manager.

Chicago, Burlington & Quincy Railroad Company.

Mr. J. M. Davis, Chicago, Ill., June 29, 1916.
General Manager, B. & O. S. W. R. R.,
Cincinnati, O.

Dear Sir:—

Regarding your letter of June 26th about coal chute at Breese, Illinois. In appreciation of your generosity I will not urge that you reduce your rental bills as you have agreed to waive maintenance expense. My letter of May 10th also refers to operating expense and as same is in the same category as maintenance expense I assume that, even though your letter is silent as to operating expense, you are willing to waive same. I should be pleased to hear from you. Yours truly,

E. P. BRACKEN.

The Baltimore and Ohio Southwestern Railroad Company,
Operating Department,

Mr. E. P. Bracken, Cincinnati, Ohio, June 30, 1916.
General Manager, C. B. & Q. R. R.,
Chicago, Ills.

Dear Sir:—

Replying to your letter of June 29th about coal chute at Breese, Illinois.

There will be no regular charge made against you for maintenance or operation. We will charge you only for such coal as you take, adding 15% to the cost of the coal to us to represent cost of handling, accounting, etc. Yours truly,

J. M. DAVIS,
General Manager.

Chicago, Burlington & Quincy Railroad Company.

Mr. H. W. Weiss, Chicago, Ill., July 3, 1916.
Assistant Secretary,
Building.

Dear Sir:—

Herewith for file with the Burlington Company's copy of contract (Aug. 5, 1913) with the B. & O. S. W. for use of their line Shattuc to East St. Louis, certain correspondence pertaining to coal chute at Breese, Illinois, which is self explanatory. Yours truly,

E. P. BRACKEN.

EXHIBIT A. AGREEMENT, Dated October 1, 1889. Between the Terminal Railroad Association of St. Louis and the Several Proprietary Companies.

Exhibit A.

Agreement between the Terminal Railroad Association of St. Louis and the Several Proprietary Companies.

This Agreement, made this first day of October, in the year Eighteen Hundred and Eighty-nine between the Terminal Railroad Association of St. Louis, as first party, and the Missouri Pacific Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, the Wabash Railroad Company, the Terre Haute and Indianapolis Railroad and the St. Louis, Vandalia and Terre Haute Railroad Companies (representing one interest, Vandalia line), the Ohio and Mississippi Railway Company, the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, and the Louisville and Nashville Railroad Company, as second party (said companies being hereinafter designated as proprietary companies, and each covenanting for itself alone and for no other company whatever),

Bears Witness:

Whereas, The first party has, at the instance and request of the several proprietary companies obtained, by purchase, lease, assignment of lease and otherwise, the properties heretofore belonging to the Union Railway and Transit Company of St. Louis and of East St. Louis; also to the Terminal Railroad of St. Louis and East St. Louis; also to the Union Depot Company of St. Louis; also to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, to the end that said properties may be held in perpetuity as a unit, and developed and improved in the interest of the proprietary companies for the purpose of furnishing adequate terminal facilities in St. Louis and East St. Louis; and,

Whereas, The several proprietary companies do now wish to secure in proper form and in perpetuity a right to use said terminal properties of the first party now held and hereafter to be acquired.

Therefore, it is agreed between the parties as follows:

I. In consideration of the covenants and payments hereinafter stipulated to be performed and paid by the proprietary companies, severally but not jointly, the first party hereby grants to each of the proprietary companies, its successors and assigns forever, a right of joint use with each other and with such other companies as may be admitted as proprietary lines to joint use thereof, of all said terminal properties of the first party now held or that may be hereafter acquired in St. Louis, Missouri, and East St. Louis, Illinois, including herein the St. Louis Bridge and Tunnel for passenger and freight, express and mail business, and for interchange of the same between each other and with the public, it being understood that the right herein granted to each proprietary company is not transferable to any extent whatever, but is to remain as an appurtenant to the railroad now owned by each proprietary company.

II. The first party agrees to procure, as soon as practicable, additional real estate and construct thereon, at the place or places where the same shall be found most expedient, a new union passenger station, also freight

station or stations, additional main and side tracks, switches and turnouts, wherever the same may be necessary, suitable in size and location and manner of construction, also to perform promptly and efficiently the work of receiving, delivering and transferring all passenger and freight traffic of the several proprietary companies at St. Louis and East St. Louis and of other railroad companies which may be hereafter, under the terms of this agreement, admitted to a joint use of said terminal properties. And the right of joint use of such additional structures and improvements whenever the same shall be acquired by the first party is hereby granted in perpetuity to the several proprietary companies, the same as in respect to properties now in possession and hereinbefore fully described.

III. In consideration of the foregoing each of the proprietary companies, for itself only and not for others, accepts the right of joint use hereinbefore granted by the first party and hereby covenants and agrees that it will forever make use of the bridge and terminal properties of the first party, as above described, for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided.

IV. The directors of the first party shall be eight in number, the same to consist of one representative from each proprietary company, which number may be increased if new proprietary lines are admitted. And there shall be an additional representative at large to be chosen by all the proprietary companies, such representative shall be appointed President of the Board of Directors.

The Board of Directors shall prescribe all rules and regulations in respect to the use, control and operation of said terminal system and every part thereof. They shall, through their Executive Committee, appoint all officers, agents, chiefs of departments, prescribing their duties, and they shall organize the service in the way most conducive to the best interests of the Association and the public. They shall, from among their number, appoint an Executive Committee of three, who shall serve for one year, or until their successors are elected, which committee shall have such power as the Board may delegate to them in the by-laws.

V. It is agreed that such rates of toll or charges for the use of the bridge, depots and other properties of said terminal system shall, subject to provisions of Article 13, be fixed from time to time by the first party as will produce a sum sufficient each year to pay the following, which sums the said proprietary companies, each for itself and for it proportion or amount, hereby agrees to pay, viz.:

1. Rental due to the Bridge and Tunnel Companies under the lease heretofore described, as follows:

Interest on Bridge Bonds	$350,000
Dividend on Bridge Company first preferred stock	149,400
Dividend on Bridge Company second preferred stock	90,000
Dividend on Tunnel Railroad capital stock	75,000
To maintain corporate organization of Bridge and Tunnel Companies	2,500

2. Interest on all outstanding 4½ per cent. bonds of the first party.

3. Dividends on such bonds or preferred stock, not now contemplated, but that may become necessary to be issued hereafter for the purpose of future extensions and betterments to the property of the first party.

4. All taxes and assessments, premiums of insurance, rentals on leaseholds and expenses of every kind incurred in the maintenance, operation, repair and renewal of said terminal system and every part thereof.

5. A sum of money, not exceeding two thousand dollars in any one year, to pay whatever expenses may be legitimately incurred in maintaining the corporate organization of the first party, and of any other company or companies whose creation and organization may become necessary in order to fully accomplish the object desired in the reorganization of said terminal system.

VI. As the current revenues derived from the tolls and rentals are to be applied towards meeting the fixed charges and expenses of operation and maintenance above specified, and it being the intention that the Executive Committee shall always regulate said tolls, charges and rentals, so as to meet the fixed charges, interest and operating expenses, it is understood that no call shall be made upon the proprietary lines to contribute toward the payment of any such charges and expenses unless by reason of extraordinary decrease of traffic or other temporary unforseen circumstances, there should not be in the treasury, at the time of the maturing of any of the coupons of the Bridge and Tunnel rentals, a sum sufficient to meet the same promptly on the day when due. In such case, and upon a resolution of the Board of Directors certifying to such a deficiency, each proprietary line shall be assessed for its proportion of such deficiency, based upon the number of proprietary companies using said depot, and drafts from the Treasurer of the first party (which drafts shall be made payable fifteen days after sight), to the amount of said assessment shall be made upon each of said proprietary lines for its said proportion, which drafts shall be promptly paid, and thereafter the tolls shall be so adjusted as to yield revenue sufficient to reimburse the companies which have made such advances with interest thereon.

VII. In order that the expenses incident to the maintenance and operation of said terminal system may be distributed as equitably as possible, so as to have each class of traffic bear its proper proportion, the system shall be divided into three departments: The Union Depot Passenger Department, the Bridge and Tunnel Transportation Department (which shall also comprise the upper or wagon roadway), and the General Freight Department. The Union Depot Passenger Department shall comprise the passenger station and buildings, the sheds, storage yards, and all the grounds and tracks designated for and occupied by passenger coaches running into and out of said depot. The Bridge and Tunnel Department shall comprise the movement and transportation of all freight and passenger traffic across the bridge and through the tunnel, the supervision and taking care of engines and rolling stock, roadbed, structures, machinery, interlocking and signal apparatus, shops and buildings, and also the supervision and government of the upper or wagon roadway traffic. The General Freight

Department shall comprise the freight yards, warehouses, stations, offices and bureaus in St. Louis and East St. Louis, the receiving, delivering and forwarding of freight, the billing thereof, and the collection of all transfer and other charges thereon. All other sub-departments shall, under the direction of the Board of Directors, be subordinated to one of these chief departments. The Board shall appoint one Superintendent for each of these departments, and there shall be one General Superintendent or General Manager, under whose supervision the entire system shall be managed.

VIII. For the purpose of securing a proper division of accounts between the passenger and freight service, the Board of Directors of the first party shall, from time to time, establish and declare the territory, tracks, yards, buildings and stations for the maintenance and operating expense of which the passenger traffic shall be chargeable, and shall also declare and determine the proportion of the fixed charges assumed by the party of the first part, which, in addition to the expense of operation and maintenance, shall be borne by the railroads using said passenger depot department. Such expenses and fixed charges shall be apportioned on a wheelage basis, and with such modifications as the Board may, from time to time, prescribe. For the proportion of each company using the passenger depot, drafts shall be made on the 15th day of each month, for the proportion of expense and the pro rate of fixed charges accrued during the previous month. Delinquents shall be dealt with as the Board of Directors may prescribe.

The balance of fixed charges shall be defrayed out of the net earnings derived from the tolls and revenues of the bridge and tunnel and from all the various sources appertaining to it. The freight tolls shall cover the handling of freight billed to East St. Louis, and turned over to the bridge for St. Louis delivery and all track deliveries, but should stations be established in St. Louis for local, and in East St. Louis for through, freight, to which stations the several lines bill direct, the expenses of such stations, including interest on the cost thereof, shall be paid by the roads using them, on a tonnage basis.

IX. No additions or betterments whatever shall be made to said terminal system which will require the issue of stocks, or bonds, or contributions from proprietary companies using said terminal system otherwise than is hereinbefore provided for, except with the consent of three-fourths of the directors of the first party.

X. In case of the partial or total destructions by fire or other cause of any part of said terminal system, the same shall be rebuilt or replaced under the direction of the first party, and the cost thereof in excess of insurance money that may be received shall be borne by the proprietary companies using said terminal system on the basis herein prescribed for the several systems respectively, the same to be computed during the period of one year next preceding the casualty resulting in such destruction, or at the option of the Board of Directors the necessary funds for such rebuilding or replacement shall be obtained by the issue of additional securities of said Terminal Association.

XI. All claims for damages growing out of injury or loss to person or

property while on any part of the terminal system, and caused partially or wholly by any employee of the first party, shall be paid by the first party and charged to the account of maintenance and operation of the terminal system. But if such injury or loss shall be caused exclusively by an employee, or through the fault of one or more of the companies using said terminal system, claims arising thereon shall be paid by the company which causes such injury or loss.

XII. The General Managers or other chief officers of the companies using the passenger depot, in conjunction with the Superintendent thereof, shall establish the time for departure and arrival of their respective trains, and each company shall receive equal and impartial privileges in the use of said terminal system.

XIII. If either company using said terminal system, or any part thereof, shall at any time made default in the payment of either of the payments herein stipulated by it to be paid, or in the performance of any obligation herein stipulated to be performed by it, and such default shall continue for the space of thirty days after notice and request to pay or perform, in that event at the option of the first party, but not otherwise, all rights of such party in default to the use and enjoyment of any part of said terminal system, whether by virtue of this agreement or otherwise, shall at once cease and determine; and such defaulting company shall and will surrender and yield to the party or parties not in default undisturbed and peaceable possession of said entire terminal system and every part thereof, and in the event of either of the said companies retiring from said premises in default as aforesaid or otherwise, it is agreed that the company or companies remaining in occupancy of said terminal system will pay, in the manner provided in paragraph VI., its proportion of the deficiency arising out of such default; but such defaulting party shall, notwithstanding such re-entry, still be liable in damages to the said party of the first part, and to each of said proprietary lines for all damages sustained by reason of its default; provided, however, that the total gross sum which any one of the proprietary companies parties hereto shall be called upon to pay as provided in Section VI., in any one year toward making up any deficit in the net earning, to meet the fixed charges shall not in any one year exceed one-seventh of one million dollars, which last named sum is in excess of the entire fixed charges assumed under this agreement, and, provided further, that the tolls to be levied on traffic as contemplated in this agreement shall at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that be in competition with that of other lines.

XIV. The first party agrees that it will cause the corporate existence of the Union Depot Company and of the Union Railway and Transit Company of East St. Louis and of the Terminal Railroad of East St. Louis to be maintained in case counsel shall deem the same necessary, and that each of said companies shall exercise its franchises solely for the benefit of the first party. All of the capital stock of these companies as purchased by the first party shall express on the face of the certificates thereof that it is the property of said first party and that it is not to be alienated from its owner,

except that portions of it may be transferred to individuals to qualify them as directors and inspectors of elections under the law; but such stock so issued shall express upon its face that it is transferable only back to the company.

XV. All subordinate officers, agents and employees engaged in the operation of the terminal system, or any part thereof (not including herein the general officers), shall be subject to removal on request in writing of either of the companies using the same, made to the Executive Committee and for good cause shown.

XVI. Neither the first party nor any of its officers, agents or employees shall, in the operation of said terminal system, discriminate in any manner whatever in favor of any company in respect to the use of the same or any part thereof, or in respect to the transfer or handling of cars, and each of said companies shall in all respects have equal facilities and accommodations with all other companies now or hereafter using said terminal system, except as to the special stations assigned to special lines, as provided in paragraph VIII.

XVII. Neither party hereto shall sell, assign, transfer or underlet the rights and privileges hereby granted, or any of them, to any other company or companies without the unanimous consent of the Board of Directors of the first party.

XVIII. If at any time a difference of opinion shall exist in respect to the rights or duties of any company using the terminal system under this agreement, or under the rules which may be adopted or terms and conditions which may be prescribed by the Board of Directors, the question in dispute shall be referred to a Board of Arbitrators, consisting of three competent disinterested persons, one of whom shall be chosen by the party making complaint, and the other by the President of the first party, and the two so chosen shall select a third. The party desiring such arbitration shall give written notice of the same to the President of the first party, setting forth definitely the point or points in dispute, and name the person selected by such party to act as arbitrator. In the event that the party on whom such notice shall be served shall not, within fifteen days of said service, name a second disinterested person to act as arbitrator, the party giving such notice shall select a second, and the two thus chosen shall select a third. The Board of Arbitration thus chosen shall proceed at once to hear, consider and determine the matters submitted to them, and shall proceed to give the party at least ten days' notice of the time and place of hearing, and at the time and place appointed shall proceed with the hearing, unless for good cause, of which the arbitrators shall be the judges, the same shall be postponed until some later day or days, and the decision of the arbitrators or a majority of them to be made in writing, and a copy thereof to be delivered to each of the parties to the dispute shall be final and conclusive upon the parties in reference to the matter so submitted.

XIX. This agreement may be executed in counterparts, and any railroad company not named as second party hereto, may be admitted to joint use of said terminal system on unanimous consent, but not otherwise, of the directors of the first party, and on payment of such a consideration as they

may determine, and on signing this agreement or any counterpart thereof thereby indicating its rights and duties in respect to use of said terminal system to be the same and none other than the said proprietary companies named as second party hereto.

In Testimony Whereof, the parties have caused this agreement to be executed as of the day and year first above written.

ADMISSION AGREEMENT of new companies. Dated, December 16, 1902, Terminal Railroad Association of St. Louis, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company and Missouri, Kansas and Texas Railway Company and the Chicago and Alton Railroad Company and Chicago, Burlington and Quincy Railroad Company.

This Agreement made this sixteenth day of December, 1902, between Terminal Railroad Association of St. Louis (hereinafter called the Terminal Company), party of the first part; Southern Railway Company (hereinafter called the Southern Company), Illinois Central Railroad Company (hereinafter called the Illinois Company), The Chicago and Alton Railway Company (hereinafter called the Alton Company), Chicago, Burlington and Quincy Railway Company (hereinafter called the Burlington Company) and Missouri, Kansas and Texas Railway Company (hereinafter called the Kansas Company), and hereinafter designated collectively the New Companies, parties of the second part; The Chicago and Alton Railroad Company and Chicago, Burlington and Quincy Railroad Company, parties of the third part:

On the first day of October, 1889, a certain agreement was entered into between the Terminal Company, as first party, and the Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, as second parties, a copy of which said agreement is hereto attached marked Exhibit A, and made part hereof with like force and effect, as if the same were herein fully set forth, and is hereinafter referred to as Exhibit A.

Since the execution of said agreement, Exhibit A, Baltimore and Ohio Southwestern Railroad Company (as successor of said Ohio and Mississippi Railway Company), St. Louis and San Francisco Railroad Company, St. Louis, Vandalia and Terre Haute Railroad Company, and The Chicago, Rock Island and Pacific Railway Company, have severally become and now are parties to said agreement, Exhibit A, as parties of the second part thereto.

The New Companies severally desire to become parties to said agreement, Exhibit A, their rights and obligations thereunder, however, to become effective only as and from the day of the date hereof.

The Terminal Company and all of the parties of the second part to said agreement, Exhibit A, are willing and have consented that the New Companies shall, on the terms and conditions herein set forth, severally become parties to said agreement, Exhibit A.

Unanimous consent of all the directors of the Terminal Company, evidenced by the adoption of a resolution by its board of directors, has been given to the admission of the New Companies severally as parties of the second part to said agreement Exhibit A.

Now, Therefore, for a valuable consideration, it is agreed between the parties hereto as follows:

1. The Terminal Company, each and every of the stockholders and each and every of the directors thereof having thereto consented, in consideration of the obligations herein severally assumed by the New Companies, does hereby agree to cause to be transferred and delivered to each of the New Companies two thousand fifty-eight (2,058) shares of the capital stock of the Terminal Company, said two thousand and fifty-eight (2,058) shares being the proportion of such stock now held severally by each of the parties of the second part to said agreement Exhibit A, and does hereby, on and from this date admit each of the New Companies severally to the joint use with the parties of the second part to said agreement Exhibit A of all the terminal facilities of the Terminal Company, in like manner and to like extent as if the New Companies had at this date executed said agreement Exhibit A as parties of the second part; it being understood, however, that such right is not transferable to any extent, but is to remain as appurtenant to the respective railroads of the New Companies.

2. In consideration of said transfer and delivery of said stock, and of such admission thereby to membership as a proprietary line of the Terminal Company, each of the New Companies hereby severally assumes the obligations of said agreement Exhibit A with like force and effect as if it had on this date executed as party of the second part said agreement Exhibit A, and accepts the right of joint use herein granted by the Terminal Company, and hereby covenants and agrees that it will forever make use of the terminal facilities of the Terminal Company for all passenger and freight traffic within its control, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and to pay therefor as in said agreement Exhibit A provided.

3. It is hereby declared to be the intention of the parties hereto, and the purpose in the execution of this agreement, that each of the New Companies, as consideration for and upon acceptance of said stock and the execution of this agreement, shall be and does hereby become a party to said agreement Exhibit A with like force and effect as if it had executed the same as of October 1st, 1889, the date upon which said agreement was executed by the then parties thereto, save and except that said agreement shall become effective, be binding upon and inure to the benefit of each of the New Companies only as and from the day of the date of the execution and delivery hereof.

4. The stock of the Terminal Company to be issued as herein contemplated shall, in form and condition of issue, correspond in all respects with the certificates of stock heretofore severally issued to said parties of the second part to said agreement Exhibit A.

5. Upon the execution and delivery hereof, or so soon thereafter as can be conveniently done, two shares of said stock allotted to each of the New

Companies shall be transferred to such party as it may designate as a director of the Terminal Company to represent its interests therein, and for the purpose only of qualifying said persons as director; and the remaining shares of said stock to be issued to the New Companies as herein contemplated, shall be transferred to them severally, and the Terminal Company shall cause the parties designated by the New Companies to be elected members of the board of directors of the Terminal Company.

6. The Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company, and the Burlington Company is lessee of the railroad of Chicago, Burlington and Quincy Railroad Company. Each of said lessor companies hereby covenants and agrees that it will forever make use of the terminal facilities of the Terminal Company for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis and to pay therefor as in said agreement Exhibit A provided, and as proprietary companies of the Terminal Company may from time to time undertake or be required to pay; and in consideration of the grant by the Terminal Company of such right of use, each of said lessor companies does hereby assent to the execution and delivery of this agreement by its lessee company, and guarantees unto the Terminal Company the faithful performance and observance by its lessee company of the obligations herein and of the agreement, Exhibit A, on the part of its lessee company, and of all other obligations into which, as a proprietary company of the Terminal Company, its lessee may enter with the Terminal Company.

In Witness Whereof the parties hereto have caused this agreement to be executed by their proper officers, in seven or more parts, each part to be deemed an original, as of the day and year first above written.

Terminal Railroad Association of St. Louis,
[SEAL] *By* JULIUS S. WALSH,
President.

Attest:
JULIUS S. WALSH, JR., *Asst. Secretary.*

Southern Railway Company,
[SEAL] *By* S. SPENCER,
President.

Attest:
GEO. R. ANDERSON, *Asst. Secretary.*

Illinois Central Railroad Company,
[SEAL] *By* STUYVESANT FISH,
President.

Attest:
A. G. HACKSTAFF, *Secretary.*

The Chicago and Alton Railway Company,
[SEAL] *By* S. M. FELTON,
President.

Attest:
CHAS. H. DAVIS, *Asst. Secretary.*

The Chicago and Alton Railroad Company,
[SEAL] *By* S. M. FELTON,
President.

Attest:
CHAS. H. DAVIS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS,
President.

Attest:
H. W. WEISS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* GEO. B. HARRIS,
President.

Attest:
H. W. WEISS, *Asst. Secretary.*

Missouri, Kansas and Texas Railway Company,
[SEAL] *By* C. G. HEDGE,
Vice-President.

Attest:
S. HALLINE, *Secretary.*

TRUST AGREEMENT, Dated, December 16, 1902. The Missouri Pacific Railway Company and others,.....Railroad Companies, and Central Trust Company of New York and William Taussig, Trustees.

An Agreement made the sixteenth day of December, in the year one thousand nine hundred and two, between The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Pennsylvania Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company and Missouri, Kansas and Texas Railway Company, hereinafter termed collectively, for convenience, the Railroad Companies, of the first part; and Central Trust Company of New York and William Taussig, as Trustees under the general mortgage of Terminal Railroad Association of St. Louis, hereinafter described, of the second part, hereinafter termed the Trustees;

Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning

or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company, have severally

become parties to said agreement. The railroad companies, parties to said agreement, to-wit: The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company (hereinafter called the Vandalia Company), Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Alton Company, the Burlington Company and the Kansas Company, are hereinafter termed, collectively, Proprietary Companies. The obligations of the Vandalia Company under said agreement have been duly guaranteed by The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, and by Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and of said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the line of railroad of the Vandalia Company; the obligations of the Alton Company thereunder have been duly guaranteed by The Chicago and Alton Railroad Company and the obligations of the Burlington Company thereunder have been duly guaranteed by Chicago, Burlington and Quincy Railroad Company. The Pennsylvania Company now owns a majority of the capital stock of the Vandalia Company.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding its existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds and hereinafter called the general mortgage bonds, to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent per annum, payable semi-annually on the first days of January and July in each year, and to be payable, both as to principal and interest, at the office or agency of the Terminal Association in the City of New York, N. Y., in gold coin of the United States, of or equal to the present standard of weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law of the United States, or of any state, county or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, the Trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchises at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital

stock of the Terminal Association, in equal shares, and said action on the part of the Terminal Association has been taken at the instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof.

The Terminal Association has entered into an agreement to sell the general mortgage bonds, or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, by an agreement with the Terminal Association and the Trustees, bearing date the sixteenth day of December, 1902, hereinafter called the Guaranty Agreement, have agreed, among other things:

(*a*) That such rates of toll or charges for the use by the Proprietary Companies of the properties of the Terminal Association, granted under the agreement of October 1, 1889, hereinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are therein and hereinafter termed the fixed charges of the Terminal Association, to wit:

1. all rentals on any properties leased by the Terminal Association;

2. interest on all bonds of the Terminal Association from time to time outstanding, theretofore issued or authorized;

3. interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of installments of the sinking fund created under the general mortgage of the Terminal Association;

4. all taxes and assessments, premiums of insurance, payments, charges and expenses of every nature incurred in the maintenance, operation, repair and renewal of the system and properties of the Terminal Association, and every part thereof;

5. whatever expenses may be legitimately incurred in maintaining the corporate organization of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order fully to accomplish the objects desired in the organization of the terminal system of the Terminal Association;

(*b*) that the proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association, and limiting the amount of the tolls to be levied on traffic, be waived;

(*c*) that the Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agree-

ment of October 1, 1889, for all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis;

(*d*) that the Proprietary Companies will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and that such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually to meet and discharge the fixed charges of the Terminal Association as defined as aforesaid in the Guaranty Agreement;

(*e*) that, to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as installments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined as aforesaid in the Guaranty Agreement, the Proprietary Companies, each to the extent of one-fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time issued under the general mortgage, according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the installments of the sinking fund under the general mortgage.

The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the railroad of the Vandalia Company, joined in the Guaranty Agreement, and guaranteed the faithful and punctual performance by the Vandalia Company of the covenants thereof. The Burlington Company is the lessee of the railroad of Chicago, Burlington and Quincy Railroad Company, and the Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company; said lessor companies joined in the Guaranty Agreement and respectively guaranteed the faithful and punctual performance by their respective lessees of the covenants thereof.

The Railroad Companies desire further to secure the general mortgage bonds of the Terminal Association by the assignment and transfer of the stocks hereinafter in the granting clause hereof specified.

For a valuable consideration, it is therefore agreed as follows:

FIRST. The Railroad Companies bargain, sell, assign, set over, transfer and deliver to the Trustees nine thousand five hundred shares of one hundred dollars each, full paid and non-assessable, of the capital stock of Wiggins Ferry Company, and all additional shares of the stock of said Ferry Company which may be acquired by or for or on behalf of the Railroad Companies, or any of them, or in their interest, or be held in trust for

them or for their benefit, or in trust for or for the benefit of any of them;

To Have and to Hold unto the Trustees, their successors in the trust and their assigns, forever, on the trusts and for the uses and purposes, and subject to all the terms, provisions and stipulations in the general mortgage and in the general mortgage bonds contained, and for the uses and purposes, and upon and subject to all the terms, conditions, provisos and agreements in the general mortgage expressed and declared, as additional security for the general mortgage bonds from time to time issued under the general mortgage of the Terminal Association, and outstanding.

SECOND. If the said sums of money in the general mortgage bonds mentioned, as well the principal as the interest thereof, shall be well and truly paid at the times and in the manner therein and in the general mortgage expressed, according to the tenor and effect thereof, then, and in such case, the estate, right, title and interest of the Trustees, their successors in the trust, and their assigns, shall cease, determine and become void, and upon proof being given to the reasonable satisfaction of the Trustees that all the general mortgage bonds at any time issued and all accrued interest thereon have been paid off and satisfied, and upon payment of all costs, charges and expenses incurred by the Trustees in relation thereto, the Trustees shall re-assign or cause to be re-assigned, transferred and delivered to the Railroad Companies, or on their order, the stocks hereby assigned and transferred, and shall cancel and satisfy this agreement.

THIRD. The Railroad Companies, each for itself, expressly waive and release all right to have the stocks embraced in this agreement and hereby assigned and transferred, marshalled in any foreclosure of the general mortgage or other enforcement thereof; and the trustees in the general mortgage or any court, in which the foreclosure of the general mortgage or the administration of the trusts by the general mortgage created is sought, shall have the right to sell the stocks hereby assigned and transferred, as part of the mortgaged premises therein embraced, and to determine whether such sale shall be made of the mortgaged premises as a whole, in a single lot or parcel, or in more than one parcel.

FOURTH. The Railroad Companies will not, nor will any of them, at any time, insist upon, or plead, or in any manner whatever claim or take the benefit or advantage of any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the terms, covenants and performance of this agreement, or of the general mortgage, nor will the Railroad Companies, nor will any of them, claim, take or insist upon any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the trust estate embraced in the general mortgage, including the stocks hereby assigned and transferred, prior to any disposition thereof to be made pursuant to any provision of the general mortgage or herein contained, or to the decree of any court of competent jurisdiction; nor will the Railroad Companies, nor will any of them, after such disposition, claim or exercise any right under any law or statute wherever enacted and now or at any time in force to redeem the trust estate embraced in the general mortgage, including the stocks hereby assigned and transferred, or any part thereof, and the

Railroad Companies expressly waive any benefit and advantage under any such law or laws, and covenant that they will not hinder, delay or impede the execution of any power in the general mortgage or herein or hereby granted and delegated to the Trustees, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

FIFTH. This agreement shall extend to the successors of the respective parties of the first part and to the successors in the trust under the general mortgage of the parties of the second part.

In Witness Whereof each of the parties of the first part has caused its corporate seal to be hereunto affixed and this agreement to be signed by its president or a vice-president, and its secretary or an assistant secretary, and Central Trust Company of New York has caused its corporate seal to be hereunto affixed and this agreement to be signed by one of its vice-presidents and by its secretary or an assistant secretary and the said William Taussig has hereunto subscribed his name and affixed his seal, the day and year first above written.

The Missouri Pacific Railway Company,
[SEAL] *By* GEO. J. GOULD,
Attest: *President.*
A. C. CALEF, *Secretary.*

St. Louis, Iron Mountain and Southern Railway Company,
[SEAL] *By* GEO. J. GOULD,
Attest: *President.*
A. C. CALEF, *Secretary.*

Wabash Railroad Company,
[SEAL] *By* EDGAR T. WELLES,
Attest: *Vice-President.*
J. V. OTTESON, *Secretary.*

Pennsylvania Company,
[SEAL] *By* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary.*

Baltimore and Ohio Southwestern Railroad Company,
[SEAL] *By* L. F. LOREE,
Attest: *President.*
G. F. MAY, *Secretary.*

Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *By* J. D. LAYNG,
Attest: *Vice-President.*
E. F. OSBORN, *Secretary.*

Louisville and Nashville Railroad Company,
[SEAL] *By* WALKER D. HINES,
Attest: *First Vice-President.*
W. H. BRUCE, *Asst. Secretary.*

St. Louis and San Francisco Railroad Company,
[SEAL] *By* B. F. YOAKUM,
Attest: *President.*
J. S. FORD, *Asst. Secretary.*

The Chicago, Rock Island and Pacific Railway Company.
[SEAL] *By* W. B. LEEDS,
Attest: *President.*
GEO. T. BOGGS, *Asst. Secretary.*

Southern Railway Company,
[SEAL] *By* S. SPENCER,
Attest: *President.*
GEO. R. ANDERSON, *Assistant Secretary.*

Illinois Central Railroad Company,
[SEAL] *By* STUYVESANT FISH,
Attest: *President.*
A. G. HACKSTAFF, *Secretary.*

The Chicago and Alton Railway Company,
[SEAL] *By* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary.*

Missouri, Kansas and Texas Railway Company,
[SEAL] *By* C. G. HEDGE,
Attest: *Vice-President.*
S. HALLINE, *Secretary.*

Central Trust Company of New York,
[SEAL] *By* J. N. WALLACE,
Attest: *4 Vice-President.*
GEO. BERTINE, *Secretary.*

WILLIAM TAUSSIG . [SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of The Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order;

and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of Mch. 1903.

H. L. UTTER,

[SEAL] *Notary Public,* Kings County,

Certificate filed in New York County, New York.

STATE OF NEW YORK, } SS.
COUNTY OF NEW YORK, }

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of Mch., 1903.

H. L. UTTER,

[SEAL] *Notary Public,* Kings County,

Certificate filed in New York County, New York.

COMMONWEALTH OF PENNSYLVANIA, } SS.
COUNTY OF ALLEGHENY, }

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of Pennsylvania Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

I. M. MCKIBBEN,

[SEAL] *Notary Public,*

County of Allegheny, Pennsylvania.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss.

On this 6th day of February, in the year 1903, before me personally came L. F. Loree, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 1st day of May, 1904.

GEO. W. HAULENBEEK,
[SEAL] *Notary Public,*
City of Baltimore, Maryland.

STATE OF KENTUCKY, }
COUNTY OF JEFFERSON, } ss.

On this 31st day of January, in the year 1903, before me personally came Walker D. Hines, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky; that he is the first vice-president of Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Walker D. Hines acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 29th day of January, 1906.

G. W. B. OLMSTEAD,
[SEAL] *Notary Public,*
County of Jefferson, Kentucky.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that

said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1903.

PHILIP B. SHERIDAN,
Notary Public, N. Y. Co.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

EMMA WALTER,
Notary Public, No. 11,
New York County, New York.

[SEAL]

DISTRICT OF COLUMBIA, }
CITY OF WASHINGTON, } ss.

On this 6th day of February, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 5 day of February, 1906.

PEARCE NORNE, JR.,
Notary Public,
District of Columbia.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Garrison, in the State of New York; that he is the president of Illinois Central Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY,
[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County, New York.

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

FRANK G. OFFENLOCK,
[SEAL] *Notary Public*,
Cook County, Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said

instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3rd day of March 1906.

J. H. PETTIBONE,
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Charles G. Hedge acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1904.

JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County, New York.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came James N. Wallace, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, in the City of New York, in the State of New York; that he is the Fourth Vice-President of Central Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of trustees, and that he signed his name thereto by like order; and said James N. Wallace acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1904.

JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County, New York.

[SEAL]

STATE OF MISSOURI, } ss.
CITY OF ST. LOUIS, }

On this 31st day of January, in the year 1903, before me personally appeared William Taussig, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the considerations and purposes therein mentioned and set forth.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

My commission expires the 18th day of September, 1906.

H. D. HEUER,
[SEAL] *Notary Public,*
City of St. Louis, Missouri.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK. }

On this seventh day of February, in the year 1903, before me personally came Edgar T. Welles, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Edgar T. Welles acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1904.

CHARLOTTE A. VAN BRUNT,
[SEAL] *Notary Public,* Kings County, No. 4.
Certificate filed in New York County.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 29th day of January, in the year 1903, before me personally came J. D. Layng, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is vice-president of Cleveland, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said J. D. Layng acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of Mch, 1904.

A.LANSING BAIRD,
[SEAL] *Notary Public,*
New York County, New York.

GUARANTEE AGREEMENT. Dated December 16, 1902, The Missouri Pacific Railway Company and others,

Proprietary Companies; the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, Guarantors of the St. Louis, Vandalia and Terre Haute Railroad Company; the Chicago and Alton Railroad Company, Guarantor of the Chicago and Alton Railway Company; Chicago, Burlington and Quincy Railroad Company, Guarantor of Chicago, Burlington and Quincy Railway Company; Terminal Railroad Association of St. Louis; and Central Trust Company of New York and William Taussig, Trustees.

An Agreement made the sixteenth day of December, in the year one thousand nine hundred and two, between The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, of the second part; Terminal Railroad Association of St. Louis, way Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company; which collectively are hereinafter termed, for convenience, Proprietary Companies, of the first part; The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, hereinafter termed the Panhandle Company, Terre Haute and Indianapolis Railroad Company, hereinafter termed the Terre Haute Company, The Chicago and Alton Railroad Company, hereinafter called the Alton Railroad Company, and Chicago, Burlington and Quincy Railroad Company, hereinafter called the Burlington Railroad Company, of the second part; Terminal Railroad Association of St. Louis hereinafter termed the Terminal Association, of the third part; and Central Trust Company of New York and William Taussig, hereinafter termed the Trustees, as Trustees under the general mortgage of the Terminal Association hereinafter described, of the fourth part;

The Terminal Association is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis

and East St. Louis, and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, hereinafter called the Vandalia Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Alton Company, the Burlington Company, and the Kansas Company, have severally become parties to said agreement; the obligations of the Vandalia Company under said agreement have been duly guaranteed by the Panhandle Company

and the Terre Haute Company; the obligations of the Alton Company thereunder have been duly guaranteed by the Alton Railroad Company and the obligations of the Burlington Company thereunder have been duly guaranteed by the Burlington Railroad Company.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds and hereinafter called the general mortgage bonds to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent per annum, payable semi-annually on the first days of January and July in each year, and to be payable, both as to principal and interest, at the office or agency of the Terminal Association in the City of New York, N. Y., in gold coin of the United States, of or equal to the present standard of weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law of the United States, or of any state, county or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, the Trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchise at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital stock of the Terminal Association, in equal shares, and said action on the part of the Terminal Association has been taken at the instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof. Said approval and authorization on the part of the Vandalia Company has been given with the consent and approval of the Panhandle Company and of the Terre Haute Company, and said approval and authorization on the part of the Alton Company and the Burlington Company has been given with the consent and approval, respectively, of the Alton Railroad Company and the Burlington Railroad Company.

The Terminal Association has entered into an agreement to sell the general mortgage bonds, or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, being owners of all the capital stock of the Terminal Association and interested in the extension of its terminal facilities, have agreed to execute and deliver this agreement.

For a valuable consideration:

First. It is agreed between the Terminal Association, the Proprietary Companies and the Trustees as hereinafter in this article set forth:

(*a*) Such rates of toll or charges for the use by the Proprietary Companies of the properties of the Terminal Association, granted under the agreement of October 1, 1889, hereinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are hereinafter termed the fixed charges of the Terminal Association, to wit:

1. all rental on any properties leased by the Terminal Association;

2. interest on all bonds of the Terminal Association from time to time outstanding, heretofore issued or authorized;

3. interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of instalments of the sinking fund created under the general mortgage of the Terminal Association;

4. all taxes and assessments, premiums of insurance, payments, charges and expenses of every nature incurred in the maintenance, operation, repair and renewal of the system and properties of the Terminal Association and every part thereof;

5. whatever expenses may be legitimately incurred in maintaining the corporate organization of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order fully to accomplish the objects desired to the organization of the terminal system of the Terminal Association,

(*b*) The proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the charges defined in the preceding subdivision, and limiting the amount of the tolls to be levied on traffic as contemplated in said agreement, is hereby waived.

Second. The Proprietary Companies, each for itself and not for the others, hereby covenant and agree, to and with the others, and separately to and with the Terminal Association, and separately to and with the Trustees as trustees of an express trust, as hereinafter in this article set forth:

(*a*) the Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1, 1889, for all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis;

(*b*) the Proprietary Companies will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually

to meet and discharge the fixed charges of the Terminal Association hereinabove in the first article of this agreement specified;

(*c*) not less than thirty days nor more than sixty days prior to each and every interest day in the general mortgage and in the general mortgage bonds specified, a meeting of the board of directors of the Terminal Association shall be held, at which shall be submitted by its auditor, treasurer or other proper officer, a statement of the funds that will be available for the purpose of meeting at maturity the fixed charges of the Terminal Association as defined in the first article of this agreement. If, from such statement it appears that such funds will not be adequate to pay said fixed charges maturing on and prior to said next ensuing interest day, the Terminal Association shall make sight drafts, respectively, upon each Proprietary Company for its proportion of the deficit, as shown by such statement, payable not less than ten days before such interest day, and such draft upon its each of the Proprietary Companies, for itself agrees to accept and punctually to pay;

(*d*) for the purpose of carrying into effect the foregoing covenants of this article and to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as instalments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined in the first article hereof, each of the Proprietary Companies does hereby, each to the extent of one-fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time issued under the general mortgage, according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the instalments of the sinking fund under the general mortgage.

Third. The Proprietary Companies, each for itself and not for the others, hereby covenant and agree to and with the others, and the Terminal Association agrees with the Proprietary Companies that, if under subdivision (*c*) of the next preceding article, the Proprietary Companies, or any of them, shall be required to make payment to the Terminal Association of any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association as defined in the first article of this agreement, the tolls of the Terminal Association shall thereafter be so adjusted as to yield revenue sufficient to reimburse each of the Proprietary Companies which shall have made such advances, for the amount of its advances with interest thereon at the rate of four per centum per annum.

Fourth. The Proprietary Companies and the Terminal Association agree with each other that nothing in this agreement contained shall be construed

(a) to affect, as among themselves, the obligation of the Proprietary Companies under the foregoing articles and the covenants of said agreement of October 1, 1889, to pay to the Terminal Association for their respective use of its properties the tariff rates from time to time established by the Terminal Association for such use; or

(*b*) to impair the right of the Proprietary Companies to be reimbursed by the Terminal Association for any advances made by them, or any of them, under or in pursuance of any of the covenants in the preceding articles of this agreement, or in pursuance of said agreement of October 1, 1889.

Fifth. The Terre Haute Company is the lessee for account of itself and the Panhandle Company of the railroad of the Vandalia Company. For a valuable consideration, the Panhandle Company and the Terre Haute Company, each for itself, hereby guarantee unto the Proprietary Companies, and separately unto the Terminal Association, and separately unto the Trustees, the faithful and punctual performance by the Vandalia Company of each of the covenants of this agreement on the part of the Vandalia Company.

Sixth. The Burlington Company is the lessee of the railroad of the Burlington Railroad Company, and the Alton Company is the lessee of the railroad of the Alton Railroad Company; and the Burlington Railroad Company and the Alton Railroad Company are guarantors of the obligations of their respective lessees under the agreement of October 1, 1889. For a valuable consideration the Burlington Railroad Company and the Alton Railroad Company, each for itself, hereby guarantee unto the Proprietary Companies, and separately unto the Terminal Association, and separately unto the Trustees, the faithful and punctual performance by its said lessee of each of the covenants of this agreement on the part of its said lessee.

In Witness Whereof each of the corporations, parties hereto, has caused its corporate seal to be hereunto affixed, and this agreement to be signed by its president or a vice-president and its secretary or an assistant secretary and the said William Taussig has hereunto subscribed his name and affixed his seal, the day and year first above written.

The Missouri Pacific Railway Company,
[SEAL] *By* GEO. J. GOULD,
President.

Attest:
A. C. CALEF, *Secretary.*

St. Louis, Iron Mountain and Southern Railway Company,
[SEAL] *By* GEO. J. GOULD,
President.

Attest:
A. C. CALEF, *Secretary.*

Wabash Railroad Company,
[SEAL] *By* EDGAR T. WELLES,
Vice-President.
Attest:
J. V. OTTESON, *Secretary.*

The St. Louis, Vandalia and Terre Haute Railroad Company,
[SEAL] *By* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary.*

Baltimore and Ohio Southwestern Railroad Company,
[SEAL] *By* L. F. LOREE,
Attest: *President.*
G. F. MAY, *Secretary.*

Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *By* J. D. LAYNG,
Attest: *Vice-President.*
E. F. OSBORN, *Secretary.*

Louisville and Nashville Railroad Company,
[SEAL] *By* WALKER D. HINES,
Attest: *First Vice-President.*
W. H. BRUCE, *Asst. Secretary.*

St. Louis and San Francisco Railroad Company,
[SEAL] *By* B. F. YOAKUM,
Attest: *President.*
J. S. FORD, *Asst. Secretary.*

The Chicago, Rock Island and Pacific Railway Company,
[SEAL] *By* W. B. LEEDS,
Attest: *President.*
GEO. T. BOGGS, *Asst. Secretary.*

The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *By* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary.*

Terre Haute and Indianapolis Railroad Company,
[SEAL] *By* J. J. TURNER,
Attest: *Vice-President.*
W. G. PHELPS, *Asst. Secretary.*

Southern Railway Company,
[SEAL] *By* S. SPENCER,
Attest: *President.*
GEO. R. ANDERSON, *Asst. Secretary.*

Illinois Central Railroad Company,
[SEAL] *By* STUYVESANT FISH,
Attest: *President.*
A. G. HACKSTAFF, *Secretary.*

The Chicago and Alton Railway Company,
[SEAL] *By* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary.*

The Chicago and Alton Railroad Company,
[SEAL] *By* S. M. FELTON,
Attest:
CHAS. H. DAVIS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary.*

Missouri, Kansas and Texas Railway Company,
[SEAL] *By* C. G. HEDGE,
Attest: *Vice-President.*
S. HALLINE, *Secretary.*

Terminal Railroad Association of St. Louis,
[SEAL] *By* JULIUS S. WALSH,
Attest: *President.*
JULIUS S. WALSH, JR., *Asst. Secretary.*

Central Trust Company of New York,
[SEAL] *By* J. N. WALLACE,
Attest: *4 Vice-President.*
GEO. BERTINE, *Secretary.*

WILLIAM TAUSSIG [SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of The Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1903.

H. L. UTTER,
[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County, New York

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1903.

H. L. UTTER,
[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County, New York.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY, } ss.

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of The St. Louis, Vandalia and Terre Haute Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and dead of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

I. M. MCKIBBEN,
[SEAL] *Notary Public*,
County of Allegheny, Pennsylvania.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss.

On this 5th day of February, in the year 1903, before me personally came L. F. Loree, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instru-

ment was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 1st day of May 1904.

GEO. W. HAULENBEEK,
Notary Public,
City of Baltimore, Maryland.

[SEAL]

STATE OF KENTUCKY, }
COUNTY OF JEFFERSON, } ss.

On this 31st day of January, in the year 1903, before me personally came Walker D. Hines, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky; that he is the first vice-president of Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Walker D. Hines, to me personally known, who being by me duly sworn, did of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 29 day of January 1906.

G. W. B. OLMSTEAD,
Notary Public,
County of Jefferson, Kentucky.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March 1903.

PHILIP B. SHERIDAN,
Notary Public, N. Y. Co.

[SEAL]

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 29th day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

EMMA WALTER,
[SEAL] *Notary Public*, No. 11,
New York County, New York.

COMMONWEALTH OF PENNSYLVANIA, } ss.
COUNTY OF ALLEGHENY, }

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

I. M. MCKIBBEN,
[SEAL] *Notary Public*,
County of Allegheny, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA, } ss.
COUNTY OF ALLEGHENY }

On this 4th day of February, in the year 1903, before me personally came James J. Turner, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of Terre Haute and Indianapolis Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;

that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said James J. Turner acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January 1907.

I. M. McKIBBEN
[SEAL] *Notary Public,*
County of Allegheny, Pennsylvania.

DISTRICT OF COLUMBIA, }
CITY OF WASHINGTON, } ss.

On this 6th day of February, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 5 day of February, 1906.

PEARCE NORNE, JR.
[SEAL] *Notary Public,*
District of Columbia.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Garrison, in the State of New York; that he is the president of Illinois Central Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY
[SEAL] *Notary Public,* Kings County,
Certificate filed in New York County, New York.

STATE OF ILLINOIS, } ss.:
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

FRANK G. OFFENLOCK
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came, S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September 1904.

FRANK G. OFFENLOCK
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31 day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instru-

ment was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3 day of March 1906.

J. H. PETTIBONE
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF ILLINOIS, }
County of Cook, } ss.

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commision expires on the 3rd day of March, 1906.

J. H. PETTIBONE
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York, that he is the vice-president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Charles G. Hedge, acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County, New York.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.

On this 7th day of February, in the year 1903, before me personally came Julius S. Walsh, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of Terminal Railroad Association of St. Louis, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY,
[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County, New York.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.

On this 9th day of February, in the year 1903, before me personally came James N. Wallace, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, in the City of New York, in the State of New York; that he is the Fourth Vice-President of Central Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of trustees, and that he signed his name thereto by like order; and said James N. Wallace acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY,
[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County, New York.

STATE OF MISSOURI, }
CITY OF ST. LOUIS, } SS.

On this 31st day of January, in the year 1903, before me personally appeared William Taussig, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the considerations and purposes therein mentioned and set forth.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

My commission expires on the 18th day of September, 1906.

H. D. HEUER,
Notary Public,
City of St. Louis, Missouri.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this seventh day of February, in the year 1903, before me personally came Edgar T. Welles, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of The Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Edgar T. Welles acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

CHARLOTTE A. VAN BRUNT,
Notary Public, Kings County, No. 4,
Certificate filed in New York County.

[SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29 day of January, in the year 1903, before me personally came J. D. Layng, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is vice president of Cleveland, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said J. D. Layng acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

A. LANSING BAIRD,
Notary Public,
New York County, New York.

[SEAL]

FERRY STOCK AGREEMENT. Dated, December 16, 1902. The Missouri Pacific Railway Company and others, and Terminal Railroad Association of St. Louis.

An Agreement made the sixteenth day of December, in the year one thousand nine hundred and two, between The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Pennsylvania Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, hereinafter called the Southern Company, Illinois Central Railroad Company, hereinafter called the Illinois Company, The Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company, which collectively are hereinafter termed, for convenience, the Railroad Companies, of the first part; and Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, of the second part;

The Terminal Association is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight

traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, The Chicago, Rock Island and Pacific Railway Company, the Southern Company, the Illinois Company, the Alton Company, Burlington Company, and the Kansas Company, have severally become parties to said agreement. The Railroad Companies, parties to said agreement, to wit: The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company (hereinafter called the Vandalia Company), Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago Rock Island and Pacific Railway Company, the Southern Company, the Illinois Company, the Alton Company, the Burlington Company and the Kansas Company, are hereinafter termed collectively Proprietary Companies. The obligations of the Vandalia Company under said agreement have been duly guaranteed by The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, and by Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and of said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the line of railroad of the Vandalia Company. The Pennsylvania Company now owns a majority of the capital stock of the Vandalia Company. The Burlington Company is the lessee of the railroad of Chicago, Burlington and Quincy Railroad Company and the Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company; said lessor companies have respectively duly guaranteed the

faithful and punctual performance of the obligations on the part of their respective lessees under said agreement.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds and hereinafter called the general mortgage bonds, to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent. per annum, payable semi-annually on the first days of January and July in each year, and to be payable, both as to principal and interest, at the office or agency of the Terminal Association in the City of New York, N. Y., in gold coin of the United States, of or equal to the present standard of weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law of the United States, or of any state, county or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, hereinafter termed the Trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchises at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital stock of the Terminal Association, in equal shares, and said action on the part of the Terminal Association has been taken at the instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof.

The Terminal Association has entered into an agreement to sell the general mortgage bonds, or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, by an agreement with the Terminal Association and the Trustees, bearing date the sixteenth day of December, 1902, hereinafter called the Guaranty Agreement, have agreed, among other things:

(*a*) that such rates of toll or charges for the use by the Proprietary Companies of the properties of the Terminal Association, granted under the agreement of October 1, 1889, hereinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are

therein and hereinafter termed the fixed charges of the Terminal Association, to wit:

1. all rentals on any properties leased by the Terminal Association;

2. interest on all bonds of the Terminal Association from time to time outstanding, theretofore issued or authorized;

3. interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of installments of the sinking fund created under the general mortgage of the Terminal Association;

4. all taxes and assessments, premiums of insurance, payments, charges and expenses of every nature incurred in the maintenance, operation, repair and renewal of the system and properties of the Terminal Association, and every part thereof;

5. whatever expenses may be legitimately incurred in maintaining the corporate organization of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order fully to accomplish the objects desired in the organization of the terminal system of the Terminal Association;

(*b*) that the proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association, and limiting the amount of the tolls to be levied on traffic, be waived;

(*c*) that the Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1, 1889, for all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis;

(*d*) that the Proprietary Companies will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and that such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually to meet and discharge the fixed charges of the Terminal Association as defined as aforesaid in the Guaranty Agreement;

(*e*) that, to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as installments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined as aforesaid in the Guaranty Agreement, the Proprietary Companies, each to the extent of one-

fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time issued under the general mortgage, according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the installments of the sinking fund under the general mortgage.

The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the railroad of the Vandalia Company, joined in the Guaranty Agreement, and guaranteed the faithful and punctual performance by the Vandalia Company of the covenants thereof. The Burlington Company is the lessee of the railroad of Chicago, Burlington and Quincy Railroad Company, and the Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company; said lessor companies joined in the Guaranty Agreement, and respectively guaranteed the faithful and punctual performance by their respective lessees of the covenants thereof.

The Railroad Companies have desired further to secure the general mortgage bonds of the Terminal Association by the pledge and deposit of the stocks hereinafter specified, and are about to execute and deliver to the Trustees under the general mortgage, a trust agreement substantially in the form, a copy of which has been exhibited to the parties, and to deposit with the Trustees, to be held upon the trusts therein declared, certificates for not less than ninety-five hundred (9,500) shares of the capital stock of Wiggins Ferry Company, properly endorsed in blank for transfer.

For a valuable consideration it is agreed as follows:

FIRST. The Railroad Companies will from time to time, as the Railroad Companies, or any of them, may acquire additional shares of stock of Wiggins Ferry Company, assign and transfer or cause to be assigned and transferred, under said trust agreement, the additional stock of Wiggins Ferry Company so acquired, to the Trustees, to be held by the Trustees upon the trusts declared in said trust agreement.

SECOND. Said trust agreement having been so executed and delivered, (*a*) the Terminal Association will, on or before the 30th day of January, 1903, pay to the Railroad Companies, the following amounts:

to The Chicago, Rock Island and Pacific Railway Company, the sum of $3,389,833.19

with interest thereon at the rate of three per cent. per annum from April 30, 1902, to October 31, 1902, and thereafter at the rate of five per cent. per annum; thereafter, the Terminal Association will pay to said The Chicago, Rock Island and Pacific Railway Company, such further sum not exceeding $100,000 as said Railway Company may be or become liable for or which it may pay in settlement or compromise of any equitable claims or demands of any kind whatsoever, arising or growing out of or connected with its purchase, or its attempt to purchase, any shares of stock of said Wiggins Ferry Company;

to the others of the Railroad Companies, the sum of $3,844,276.22

with interest thereon at the rate of three per cent. per annum from April 30, 1902, to October 31, 1902, and thereafter at the rate of five per cent. per annum;

(*b*) the Terminal Association will also pay to any of the Railroad Companies which shall assign and transfer to the Trustees, under said trust agreement, additional shares of the stock of said Wiggins Ferry Company, the cost to such Railroad Company of such additional stock.

THIRD. Subject to the pledge of said stock of Wiggins Ferry Company, under said trust agreement, it is declared by the Railroad Companies that the title to all stock of said Wiggins Ferry Company, at any time assigned and transferred to the Trustees, under said trust agreement, shall, at the time of such assignment and transfer, vest in the Railroad Companies in equal undivided shares in severalty; provided, however, if any company, party to the Agreement of October 1, 1889, or to the Guaranty Agreement, make default in the performance of any obligation assumed or imposed upon it under said agreement of October 1, 1889, or under the Guaranty Agreement, and the Terminal Association by reason of such default shall be entitled to exclude the company so in default from the use of the properties the use of which is therein granted, then and thereupon the interest in said stock of Wiggins Ferry Company pledged under said trust agreement of such company so in default as well as of each company guaranteeing the obligations under either of said agreements of the company so in default, shall cease and determine and shall vest in the others of the Railroad Companies, parties hereto of the first part, in equal shares in severalty.

In Witness Whereof the parties hereto have caused their respective corporate seals to be hereunto affixed and this agreement to be signed by their respective presidents or vice presidents, and their respective secretaries or assistant secretaries in one or more parts, each of which shall be deemed an original.

The Missouri Pacific Railway Company,
[SEAL] *By* GEO. J. GOULD,
Attest: *President.*
A. C. CALLF, *Secretary.*

St. Louis, Iron Mountain and Southern Railway Company,
[SEAL] *By* GEO. J. GOULD,
Attest: *President.*
A. C. CALLF, *Secretary.*

Wabash Railroad Company,
[SEAL] *By* EDGAR T. WELLES,
Attest: *Vice-President.*
J. V. OTTESON, *Secretary.*

Pennsylvania Company,
[SEAL] *By* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary.*

Baltimore and Ohio Southwestern Railroad Company,
[SEAL] L. F. LOREE,
Attest: *President.*
G. F. MAY, *Secretary.*

Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] J. D. LAYNG,
Attest: *Vice-President.*
E. F. OSBORN, *Secretary.*

Louisville and Nashville Railroad Company,
[SEAL] *By* WALKER D. HINES,
Attest: *President.*
W. H. BRUCE, *Asst. Secretary.*

St. Louis and San Francisco Railroad Company,
[SEAL] *By* B. F. YOAKUM,
Attest: *President.*
J. S. FORD, *Asst. Secretary.*

The Chicago, Rock Island and Pacific Railway Company,
[SEAL] *By* W. B. LEEDS,
Attest: *President.*
GEO. T. BOGGS, *Asst. Secretary.*

Southern Railway Company,
[SEAL] *By* S. SPENCER,
Attest: *President.*
GEO. R. ANDERSON, *Asst. Secretary.*

Illinois Central Railroad Company,
[SEAL] STUYVESANT FISH,
Attest: *President.*
A. G. HACKSTAFF, *Secretary.*

The Chicago and Alton Railway Company,
[SEAL] *By* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary.*

The Chicago and Alton Railroad Company,
[SEAL] *By* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary.*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary.*

Missouri, Kansas and Texas Railway Company,
[SEAL] *By* C. G. HEDGE,
Attest: *Vice-President.*
S. HALLINE, *Secretary.*

Terminal Railroad Association of St. Louis,
[SEAL] *By* JULIUS S. WALSH,
President.

Attest:
JULIUS S. WALSH, JR., *Asst. Secretary.*

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of The Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1903.

H. L. UTTER,

[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1903.

H. L. UTTER,

[SEAL] *Notary Public*, Kings County,
Certificate filed in New York County.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY, } ss.

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is vice-president of Pennsylvania Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed

and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

I. M. McKIBBEN
[SEAL] *Notary Public,*
County of Allegheny, Pennsylvania.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss.

On this 6th day of February, in the year 1903, before me personally came L. F. Loree, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 1st day of May, 1904.

GEO. W. HAULENBEEK
[SEAL] *Notary Public,*
City of Baltimore, Maryland.

STATE OF KENTUCKY, }
COUNTY OF JEFFERSON, } ss.

On this 31st day of January, in the year 1903, before me personally came Walker D. Hines, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky; that he is the first vice-president of Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Walker D. Hines acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 29th day of January, 1906.

G. W. B. OLMSTEAD
[SEAL] *Notary Public,*
County of Jefferson, Kentucky.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1903.

PHILIP B. SHERIDAN,
[SEAL] *Notary Public*, N. Y. Co.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

EMMA WALTER
[SEAL] *Notary Public*, No. 11,
New York County, New York.

DISTRICT OF COLUMBIA, }
CITY OF WASHINGTON, } ss.

On this 6th day of February, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed

in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation..

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 5 day of February, 1906.

PEARCE NORNE, JR.

[SEAL] *Notary Public,*
District of Columbia.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } SS.

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

JOHN J. DALY

[SEAL] *Notary Public,* Kings County,
Certificate filed in New York County, New York.

STATE OF ILLINOIS, }
COUNTY OF COOK, } SS.

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September 1904.

FRANK G. OFFENLOCK

[SEAL] *Notary Public,*
Cook County, Illinois.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

FRANK G. OFFENLOCK
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this 31 day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commisssion expires on the 3 day of March, 1906.

J. H. PETTIBONE
Notary Public,
Cook County, Illinois.

[SEAL]

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

On this 31 day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of

directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commisssion expires on the 3 day of March, 1906.

J. H. PETTIBONE
[SEAL] *Notary Public,*
Cook County, Illinois.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 9th day of February, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Charles G. Hedge acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY
[SEAL] *Notary Public,* Kings County,
Certificate filed in New York County, New York.

COUNTY OF NEW YORK, }
STATE OF NEW YORK, } ss.

On this 7th day of February, in the year 1903, before me personally came Julius S. Walsh, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of Terminal Railroad Association of St. Louis, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

JOHN J. DALY
[SEAL] *Notary Public,* Kings County,
Certificate filed in New York County, New York.

STATE OF NEW YORK }
COUNTY OF NEW YORK, } ss.

On this 7th day of February, in the year 1903, before me personally came Edgar T. Welles, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York, that he is the vice-president of The Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Edgar T. Welles acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

CHARLOTTE A. VAN BRUNT
[SEAL] *Notary Public,* Kings County, No. 4,
Certificate filed in New York County.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29th day of January, in the year 1903, before me personally came J. D. Layng, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is vice-president of Cleveland, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said J. D. Layng acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

A. LANSING BAIRD
[SEAL.] *Notary Public,*
New York County, New York.

SUPPLEMENTAL AGREEMENT. Dated, January 16, 1903. The Missouri Pacific Railway Company and others, Proprietary Companies; the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, Guarantors of The St. Louis, Vandalia and Terre Haute Railroad Company; Terminal Railroad Association of St. Louis and the Chicago and Alton Railroad Company, Guarantor of The Chicago and Alton Railway Company; Chicago, Burlington and Quincy Railroad Company, Guarantor of Chicago, Burlington and Quincy Railway Company.

An Agreement made the sixteenth day of January, in the year one thousand nine hundred and three, between The Missouri Pacific Railway

Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company, and Missouri, Kansas and Texas Railway Company, hereinafter termed, for convenience, Proprietary Companies, of the first part; The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, hereinafter termed the Panhandle Company, and Terre Haute and Indianapolis Railroad Company, hereinafter termed the Terre Haute Company, of the second part; Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, of the third part; The Chicago and Alton Railroad Company and Chicago, Burlington and Quincy Railroad Company, of the fourth part:

The Terminal Association in a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each Proprietary Company to remain as appurtenant to the railroad then owned by such Proprietary Company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement is was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals,

taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the Proprietary Companies, parties thereto, agreed by Article XIII. thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the Proprietary Companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any Proprietary Company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company; St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, hereinafter called the Vandalia Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company have severally become parties to said agreement; the obligations of the Vandalia Company under said agreement have been duly guaranteed by the Panhandle Company and the Terre Haute Company; the obligations of the Alton Company thereunder have been duly guaranteed by The Chicago and Alton Railroad Company, and the obligations of the Burlington Company thereunder have been duly guaranteed by Chicago, Burlington and Quincy Railroad Company.

The Proprietary Companies, as parties of the first part, and the Terminal Association, as party of the third part (the parties hereto of the second and fourth parts consenting, as evidenced by their execution hereof), desire to make this Agreement, but subject in all respects to the Agreement of October first, 1889, and to the Guaranty Agreement hereinafter described.

Now, therefore, for a valuable consideration, it is agreed, each of the Proprietary Companies agreeing for itself only and not for the others, and to and with the Terminal Association, the Terminal Association agreeing to and with each of the Proprietary Companies severally, as hereafter in this Supplemental Agreement set forth;

First. Nothing in the agreement of October first, 1889, shall prevent any Proprietary Company from maintaining a passenger station for commuter or suburban service.

Second. Each Proprietary Company shall have the right to use any facilities it may own or control for interchanging its own traffic only with the Terminal Association or any other carrier.

Third. The Terminal Association shall accept traffic offered to it at any junction, connection or incline, and shall handle and deliver the same with promptness and dispatch at the point of interchange designated by the delivering line. The tariff of the Terminal Association shall be so regulated that there shall be no difference in the rate on trans-river traffic by reason of the fact that such traffic is handled by bridge or by ferry; and when a Proprietary Company owns or operates an incline or tracks directly connecting therewith, the tariff shall be divided upon an equitable basis between the Terminal Association and the Proprietary Company or Companies furnishing such property or service; this division of the tariff shall be made by the Board of Directors of the Terminal Association or by arbitration, as provided in the Agreement of October first, 1889.

Fourth. The Terminal Association may, if it so elects, maintain and operate adequate facilties for ferry transfer at any point or points within the present corporate limits of the City of St. Louis and also to, from and between existing inclines owned or operated by any Proprietary Company or Companies within such corporate limits; in the event the Terminal Association does not maintain and operate such facilities, any Proprietary Company or Companies, owning or operating such incline or inclines, may maintain and operate a ferry transfer for its or their own traffic.

Fifth. In the event any Proprietary Company shall make default in the performance of any obligation imposed upon or assumed by it herein or in the agreement of October 1, 1889 (or in the Guaranty Agreement of December 16, 1902, between the Proprietary Companies, the Terminal Association and the Trustees in the General Mortgage of the Terminal Association of that date, to all the provisions of which Guaranty Agreement this agreement is subject), which default shall entitle the Terminal Association to exclude the Proprietary Company so in default from the use of the properties of the Terminal Association, then and thereupon the stock of the Terminal Association held or owned by the Proprietary Company so in default shall be surrendered to the Terminal Association and distributed pro rata among the remaining Proprietary Companies. Such surrender of stock shall not release or discharge the Proprietary Company so in default from any obligation hereunder or in the Agreement of October first, 1889, or in the Guaranty Agreement, imposed upon or assumed by it, or from liability for damage resulting to the Terminal Association or any of the other Proprietary Companies from such default.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their proper officers in one or more parts, each part to be deemed an original, as of the day and year first above written.

The Missouri Pacific Railway Company,

[SEAL] *by* GEO. J. GOULD,
Attest: *President.*
A. C. CALEF, *Secretary*

St. Louis, Iron Mountain and Southern Railway Company,

[SEAL] *by* GEO. J. GOULD,
Attest: *President.*
A. C. CALEF, *Secretary*

Wabash Railroad Company,
[SEAL] *by* EDGAR T. WELLES,
Attest: *Vice-President.*
J. V. OTTESON, *Secretary*

The St. Louis, Vandalia and Terre Haute Railroad Company,
[SEAL] *by* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary*

Baltimore and Ohio Southwestern Railroad Company,
[SEAL] *by* L. F. LOREE,
Attest: *President.*
G. F. MAY, *Secretary*

Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *by* J. D. LAYNG,
Vice-President.
E. F. OSBORN, *Secretary*

Louisville and Nashville Railroad Company,
[SEAL] *by* WALKER D. HINES,
Attest: *First Vice-President.*
W. H. BRUCE, *Asst. Secretary*

St. Louis and San Francisco Railroad Company,
[SEAL] *by* B. F. YOAKUM,
Attest: *President.*
J. S. FORD, *Asst. Secretary*

The Chicago, Rock Island and Pacific Railway Company,
[SEAL] *by* W. B. LEEDS,
Attest: *President.*
GEO. T. BOGGS, *Asst. Secretary*

Southern Railway Company,
[SEAL] *by* S. SPENCER,
Attest: *President.*
GEO. R. ANDERSON, *Asst. Secretary*

Illinois Central Railroad Company,
[SEAL] *by* STUYVESANT FISH,
Attest: *President.*
A. G. HACKSTAFF, *Secretary*

The Chicago and Alton Railway Company,
[SEAL] *by* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary*

The Chicago and Alton Railroad Company,
[SEAL] *By* S. M. FELTON,
Attest: *President.*
CHAS. H. DAVIS, *Asst. Secretary*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *by* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *by* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst. Secretary*

Missouri, Kansas and Texas Railway Company,
[SEAL] *by* C. G. HEDGE,
Attest: *Vice-President.*
S. HALLINE, *Secretary*

The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *by* JOSEPH WOOD,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary*

Terra Haute and Indianapolis Railroad Company,
[SEAL] *by* J. J. TURNER,
Attest: *Vice-President.*
W. G. PHELPS, *Asst. Secretary*

Terminal Railroad Association of St. Louis,
[SEAL] *by* JULIUS S. WALSH,
Attest: *President.*
JULIUS S. WALSH, JR., *Asst. Secretary*

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of The Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of Mch., 1903.

[SEAL] H. L. UTTER,
Notary Public, Kings County,
Certificate filed in New York County.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument in such corporation seal; that said

instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of Meh., 1903.

[SEAL] H. L. UTTER,
Notary Public, Kings County,
Certificate filed in New York County.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY, } ss.

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice president of The St. Louis, Vandalia and Terre Haute Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

[SEAL] I. M. MCKIBBEN,
Notary Public,
County of Allegheny, Pennsylvania.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss.

On this 6th day of February, in the year 1903, before me personally came L. F. Loree, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 1st day of May, 1904.

[SEAL] GEO. W. HAULENBEEK,
Notary Public,
City of Baltimore, Maryland.

STATE OF KENTUCKY, } SS.
COUNTY OF JEFFERSON, }

On this 31st day of January, in the year 1903, before me personally came Walker D. Hines, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky; that he is the first vice-president of Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Walker D. Hines acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 29 day of January, 1906.

[SEAL] G. W. B. OLMSTEAD,
Notary Public,
County of Jefferson, Kentucky.

STATE OF NEW YORK, } SS.
COUNTY OF NEW YORK, }

On this 29th day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1903.

[SEAL] PHILIP B. SHERIDAN,
Notary Public, N. Y. Co.

STATE OF NEW YORK, } SS.
COUNTY OF NEW YORK, }

On this 29th day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument

was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March 1904.

[SEAL] EMMA WALTER,
Notary Public, No. 11,
New York County, New York.

DISTRICT OF COLUMBIA, } ss.
CITY OF WASHINGTON, }

On this 6th day of February, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 5 day of February, 1906.

[SEAL] PEARCE NORNE, JR.,
Notary Public,
District of Columbia.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 9th day of February, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Garrison, in the State of New York; that he is the president of Illinois Central Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30 day of March, 1904.

[SEAL] JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County, New York.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

[SEAL] FRANK G. OFFENLOCK,
Notary Public,
Cook County, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3rd day of March, 1906.

[SEAL] J. H. PETTIBONE,
Notary Public,
Cook County, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George

B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3rd day of March, 1906.

[SEAL] J. H. PETTIBONE,
Notary Public,
Cook County, Illinois.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 9th day of February, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York, that he is the vice-president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Charles G. Hedge, acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

[SEAL] JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County, New York.

COMMONWEALTH OF PENNSYLVANIA, } ss.
COUNTY OF ALLEGHENY, }

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

[SEAL] I. M. MCKIBBEN,
Notary Public,
County of Allegheny, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA, } ss.
COUNTY OF ALLEGHENY, }

On this 4th day of February, in the year 1903, before me personally came James J. Turner, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburgh, in the Commonwealth of Pennsylvania; that he is the vice-president of Terre Haute and Indianapolis Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said James J. Turner acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

[SEAL] I. M. McKIBBEN,
Notary Public,
County of Allegheny, Pennsylvania.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK, }

On this 7th day of February, in the year 1903, before me personally came Julius S. Walsh, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of Terminal Railroad Association of St. Louis, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

[SEAL] JOHN J. DALY,
Notary Public, Kings County,
Certificate filed in New York County.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK, }

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in

behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

[SEAL] FRANK G. OFFENLOCK,
Notary Public,
Cook County, Illinois.

STATE OF NEW YORK }
COUNTY OF NEW YORK, } ss.

On this seventh day of February, in the year 1903, before me personally came Edgar T. Welles, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of The Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Edgar T. Welles acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

[SEAL] CHARLOTTE A. VAN BRUNT,
Notary Public, Kings County, No. 4
Certificate filed in New York County.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 29 day of January, in the year 1903, before me personally came J. D. Layng, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is vice-president of Cleveland, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said J. D. Layng acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

[SEAL] A. LANSING BAIRD,
Notary Public,
New York County, New York.

REORGANIZATION AGREEMENT, September 21, 1914, Between Terminal Railroad Association of St. Louis and Proprietary Lines.

This Agreement, Made this the 21st day of September, 1914, between the Terminal Railroad Association of St. Louis (hereinafter called Terminal Company), party of the first part; St. Louis Southwestern Railway Company, The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Vandalia Railroad Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinoin Central Railroad Company, The Chicago and Alton Railroad Company, Chicago, Burlington and Quincy Railway Company, and Missouri, Kansas and Texas Railway Company parties of the second part (hereinafter called Proprietary Companies); and the Chicago, Burlington and Quincy Railroad Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, and The Chicago and Alton Railroad Company, parties of the third part (hereinafter called Guarantors).

Witnesseth:

Whereas, The Supreme Court of the United States, in its opinion in the case of United States of America versus Terminal Railroad Association of St. Louis and others, and the decrees therein entered pursuant to said opinion by the District Court, within and for the Eastern Division of the Eastern District of Missouri, (to which reference is hereby made) determined that the III, XVII and XIX paragraphs of the agreement made and entered into on October 1st, 1889, by and between Terminal Company and the Missouri Pacific Railway Company and several other railroad companies therein mentioned and called Proprietary Companies, were in certain respects in violation of the statute of the United States subsequently enacted; and,

Whereas, Since the date of said agreement several of the above named parties of the second part have, pursuant to the terms of that agreement, been admitted as parties thereto; and,

Whereas, The aforesaid Guarantors did by certain special agreements guarantee the performance of the contract of October 1st, 1889, between the Terminal Railroad Association and the Chicago & Alton Railway Company, and the Chicago, Burlington & Quincy Railway Company, and the Vandalia Railroad Company; and,

Whereas, It is the desire of the Guarantors that their guaranties so respectively and singly made shall continue in respect of the agreement between the parties of the first and second part, as amended herein,

Now, Therefore, Pursuant to and in accordance with said decrees aforesaid it is agreed as follows:

I.

It is agreed that paragraph III of said contract entered into on October 1st, 1889, between said Terminal Railroad Association of St. Louis, as

party of the first part, and certain of the defendant railroad companies therein named as parties of the second part, which reads as follows:

"III. In consideration of the foregoing each of the proprietary companies, for itself only and not for others, accepts the right of joint use hereinbefore granted by the first party and hereby covenants and agrees that it will forever make use of the bridge and terminal properties of the first party, as above described, for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided,"

is hereby cancelled and made of no further force or effect.

II.

It is further agreed that paragraph XVII of said contract dated October 1st, 1889, which reads as follows:

"XVII. Neither party shall sell, assign, transfer or underlet the rights and privileges hereby granted, or any of them, to any other company or companies without the unanimous consent of the Board of Directors of the first party,"

is hereby cancelled and made of no further force or effect, and in lieu thereof it is now agreed as follows:

No proprietary or using company shall sublet its rights and privileges in the use of the terminal facilities to any other company or companies.

III.

It is further agreed that paragraph XIX of said contract dated October 1st, 1889, which reads as follows:

"XIX. This agreement may be executed in counterparts, and any railroad company not named as second party hereto, may be admitted to joint use of said terminal system on unanimous consent, but not otherwise, of the directors of the first party, and on payment of such a consideration as they may determine, and on signing this agreement or any counterpart thereof thereby indicating its rights and duties in respect to use of said terminal system to be the same and none other than the said proprietary companies named as second party hereto,"

is hereby cancelled and made of no further force or effect, and in lieu thereof it is now agreed as follows:

(1) In case any other railroad company, not named as second party hereto, shall hereafter desire to become a member of the Terminal Railroad Association of St. Louis, it may become a member thereof, with equal rights of joint ownership and control of the combined terminal properties of said Association, upon such just and reasonable terms as shall place such applying company upon a plane of equality in respect of benefits and burdens of the parties hereto of the second part.

(2) Any other railroad company not electing to become a joint owner as above provided, but desiring the use of the terminal facilities of the Terminal Railroad Association of St. Louis may enjoy the use thereof upon such just and reasonable terms and regulations as will in respect of

use, character and cost of service, place it upon as nearly an equal plane as may be, with respect to expenses and charges, as that occupied by the Proprietary Companies.

(3) Any dispute or controversy which shall hereafter arise between any railroad company applying for joint ownership or use of the said terminal properties and the owning, Proprietary Companies shall be submitted to the United States District Court for the Eastern Division of the Eastern District of Missouri by filing a petition in this cause setting out specifically the facts upon which the said parties have disagreed and the party so filing said petition shall at least fifteen (15) days before so doing so serve the other party to the controversy with a copy of the petition proposed to be filed, together with a notice that said petition will be filed on a certain designated day. Thereupon the matter shall be placed upon the docket of the United States District Court for the Eastern Division of the Eastern District of Missouri, and shall be heard when called in its regular order on said docket and the proceedings shall be subject to review by appeal as in any other cases. Upon being advised by the filing of a petition of such dispute or controversy the Court may at once admit the applying company to ownership or use of the terminal facilities during the pendency of the proceeding upon the giving of security in amount and form as it may direct.

(4) All provisions of the purport or effect of those eliminated from said contract dated October 1st, 1889, in all other contracts affecting the ownership or use of the terminal facilities to which the Terminal Railroad Association and the Proprietary Companies or any of them are parties are hereby cancelled and made of no further force or effect, but the benefits and burdens of this agreement shall inure to and rest upon all future proprietary and using companies respectively.

In Witness Whereof, The parties hereto have caused this agreement to be executed by their proper officers, in three or more parts, each part to be deemed an original, as of the day and year first above written.

Terminal Railroad Association of St. Louis,

[SEAL] *By* W. S. McCHESNEY, JR.,

Attest: *President.*

C. A. VINNEDGE, *Secretary*

St. Louis Southwestern Railway Company,

[SEAL] *By* F. H. BRITTON,

Attest: *President.*

G. K. WARNER, *Asst. Secretary*

The Missouri Pacific Railway Company,

[SEAL] *By* B. F. BUSH,

Attest: *President.*

F. W. IRLAND, *Asst. Secretary*

St. Louis, Iron Mountain and Southern Railway Company,

[SEAL] *By* B. F. BUSH,

Attest: *President.*

F. W. IRLAND, *Asst. Secretary*

Wabash Railroad Company,
[SEAL] *By* E. B. PRYOR,
Attest: *Vice-President.*
J. C. OTTESON, *Secretary*

Vandalia Railroad Company,
[SEAL] *By* EDW. B. TAYLOR,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary*

Baltimore and Ohio Southwestern Railroad Company,
[SEAL] *By* A. W. THOMPSON,
Attest: *Vice-President.*
E. B. RUSSELL, *Asst. Secretary*

Cleveland, Cincinnati, Chicago and St. Louis
[SEAL] Railway Company, *By* A. H. SMITH,
Attest: *President.*
D. W. PARDEE, *Secretary*

Louisville and Nashville Railroad Company,
[SEAL] *By* W. L. MAPOTHER,
Attest: *First Vice-President.*
J H. ELLIS, *Secretary*

St. Louis and San Francisco Railroad Company,
[SEAL] *By* A. DOUGLAS,
Attest: *Vice-President.*
L. O. WILLIAMS, *Asst. Secretary*

The Chicago, Rock Island and Pacific Railway Company,
[SEAL] *By* H. U. MUDGE,
Attest: *President.*
GEO. H. CROSBY, *Secretary*

Southern Railway Company,
[SEAL] *By* FAIRFAX HARRISON,
Attest: *President.*
GEO. R. ANDERSON, *Asst. Secretary*

Illinois Central Railroad Company,
[SEAL] *By* C. H. MARKHAM,
Attest: *President.*
BURT A. BECK, *Asst. Secretary*

The Chicago and Alton Railroad Company,
[SEAL] *By* W. G. BIERD,
Attest: *President.*
JAS. STEUART MACKIE, *Secretary*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* D. MILLER,
Attest: *President.*
H. E. JARVIS, *Asst. Secretary*

Missouri, Kansas and Texas Railway Company,
[SEAL] *By* C. E. SCHAFF,
Attest: *President.*
D. S. MURPHY, *Asst. Secretary*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* T. S. HOWLAND,
Attest: *Vice-President.*
H. E. JARVIS, *Secretary*

The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company,
[SEAL] *By* EDW. B. TAYLOR,
Attest: *Vice-President.*
S. B. LIGGETT, *Secretary*

The Chicago and Alton Railroad Company,
[SEAL] *By* W. G. BIERD,
Attest: *President.*
JAS. STEUART MACKIE, *Secretary*

AGREEMENT, June 1, 1916, Cleveland, Cincinnati, Chicago and Saint Louis Railway and Chicago, Burlington & Quincy Railroad Company. Tracks between East Alton and East St. Louis, Illinois. 19.05 miles.

Agreement, Made and entered into this 1st day of June, 1916, by and between The Cleveland, Cincinnati, Chicago and Saint Louis Railway Company, first party, hereinafter called the "Big Four," and the Chicago, Burlington and Quincy Railroad Company, second party, hereinafter called the "Burlington Company";

Witnesseth:

Whereas, on the fifth day of May, 1870, the Indianapolis & St. Louis Railroad Company, predecessor of the Big Four, and the Rockford, Rock Island & St. Louis Railroad Company, predecessor of the Burlington Company, entered into an agreement, which was subsequently modified by various supplemental agreements, whereby the Burlington Company secures the right to use with its freight and passenger trains certain facilities of the Big Four between East Alton, Illinois, and East St. Louis, Illinois; and

Whereas, it is desired to cancel said agreement of May 5, 1870, and supplements, and execute another agreement in lieu thereof; and

Whereas, by contract with the Chicago & Alton Railroad Company, the Big Four and the Chicago and Alton Railroad Company jointly operate, as a double track, the separate and parallel lines of single track railway owned by these Companies between Bridge Junction and Wann, and it is desired, during the continuance of the said contract with the Chicago & Alton Railroad Company, to admit the Burlington Company to the use of such joint facilities insofar as is possible under the contract with the Chicago & Alton Railroad Company; it being understood and agreed that wherever the words "joint track" are hereinafter used the same shall be construed to include all the tracks and facilities shown colored respectively in yellow and red on the hereinafter mentioned Exhibit "X."

Now, Therefore, in consideration of the sum of One Dollar ($1.00) in hand paid by the Burlington Company to the Big Four, the receipt of which is hereby acknowledged, and the keeping and observing by the parties hereto of all the covenants and agreements hereinafter set forth, it is hereby agreed by and between the parties hereto, as follows:

ARTICLE I.

The said contract of May 5, 1870, and the various supplements thereto are, effective this date, hereby cancelled and made void, except any liabilities accruing thereunder.

ARTICLE II.

The Big Four hereby grants to the Burlington Company, during the term hereof (regardless of the continuance in effect or termination of said contract between the Chicago & Alton Railroad Company and the Big Four), the right to the joint use with itself, and such other Company or Companies as the Big Four may, from time to time, admit to the use of same, of that portion of the railroad of the Big Four extending from a connection at East Alton, Illinois, of the Big Four with the railroad of the Burlington Company (said connection as the same is now located being indicated on Exhibit "X" attached hereto and made a part hereof, by the letter "A") to a connection with the yard turnout of the Burlington Company at Bridge Junction, East St. Louis, now located as indicated on said Exhibit "X" by the letter "B" and also to a connection of the Big Four with the railroad of the Terminal Railroad Association of St. Louis at Bridge Junction, now located as indicated on said Exhibit "X" by the letter "C"; and also to the bridge connections of the Terminal Railroad Association of St. Louis at Relay Depot, East St. Louis, now located as indicated on said Exhibit "X" by the letter "D"; it being understood that the use of the Big Four tracks between the points at Bridge Junction indicated on said Exhibit "X" by the letters "B" and "C" and the points at Relay Depot, indicated on said Exhibit "X" by the letter "D" hereby granted to the Burlington Company, shall be limited to passenger trains. The present facilities of the Big Four of which the Burlington Company is hereby granted the use are indicated on said Exhibit "X" in yellow. It is understood and agreed that the facilities of the Big Four, to the use of which the Burlington Company is hereby admitted, shall, within the limitations of this contract, include main tracks, passing tracks, side tracks (loading and unloading tracks), industry tracks, connecting tracks with other railroads, water stations and the Big Four Company's passenger station at East Alton, Illinois. It is further understood and agreed that, if the Big Four Company shall hereafter construct, appurtenant to the facilities the use of which is herein granted to the Burlington Company, any additional side tracks (loading or unloading tracks), industry tracks, or connecting tracks with other railroads, the Burlington Company shall have the right at its option to use the same or any part thereof, subject to provisions of Article VI hereof, and shall pay to the Big Four, from the date of the exercise of its option to so use said additional tracks, and during the continuance of such use, an interest rental of two and one-half per cent (2½%) per annum on the cost of such tracks so used, together with such proportion of the cost of maintenance thereof and taxes thereon as the number of cars handled thereover by the Burlington Company bears to the total number of cars handled thereover

by all companies using the same; provided, however, that the Burlington Company shall have the right to use any additional main or passing tracks hereafter constructed by the Big Four appurtenant to the facilities the use of which is herein granted to the Burlington Company without payment of any compensation or other charges than that provided for in Article VII hereof; and provided further that in event of discontinuance of any loading or unloading track as at present indicated in yellow on said Exhibit "X," the Burlington Company shall have the use, without additional compensation to the Big Four, of such loading or unloading track as is provided in lieu thereof.

The Big Four and the Chicago & Alton Railroad Company by virtue of a contract of August 1, 1906, copy of which, marked Exhibit "Y," is attached hereto and made a part hereof, having an arrangement whereby the separate and parallel lines of single track railway of these two Companies are operated and maintained as a system of double track railway between Wann and Bridge Junction, East St. Louis, by the said Companies, it is understood and agreed between the parties hereto that the Big Four shall arrange for the use of the said facilities of the Chicago & Alton Railroad Company, shown in red on Exhibit "X" hereinbefore described, by the trains of the Burlington Company on the basis of such trains being the trains of the Big Four, and the Big Four shall make settlements direct with the Chicago & Alton Railroad Company for the said use of its facilities by the Burlington Company.

It is also understood and agreed that, insofar as the Big Four may, under its contract aforesaid with the Chicago & Alton Railroad Company, it grants to the Burlington Company the right to use the said facilities of the Chicago & Alton Railroad Company, and that the compensation to be paid by the Burlington Company to the Big Four for the use of said joint track, as provided in Article VII hereof, covers said use of said facilities of the Chicago & Alton Railroad Company.

ARTICLE III.

To secure safety and efficiency in the operation of said joint track, it is provided that same shall at all times be under the control and management of the Big Four, and the use of the same by the Burlington Company shall be subject to such reasonable rules and regulations as the Big Four may from time to time prescribe. All locomotives, cars or trains of the Burlington Company while upon said joint track shall be run in conformity with a time schedule to be approved by the Superintendent of the Big Four, and with special orders or directions adapted to causal emergencies that may be given directly by him or through the Train Dispatcher or other proper officer or agent of the Big Four. All officers, agents or employes of the Burlington Company engaged in running locomotives or cars or in any manner carrying on the business of said Burlington Company upon said joint track shall, while so employed, be subject to the orders and directions of the Superintendent or other proper officer or agent of the Big Four, and in case of neglect or disobedience of any such rules, regulations, orders or

directions they shall be liable to immediate removal from duty or service upon said joint track.

ARTICLE IV.

In the use of said joint track the trains of the Big Four shall be entitled to the precedence of all trains of corresponding character of the Burlington Company, but the passenger trains of the Burlington Company shall be entitled to the precedence of all freight trains of the Big Four.

ARTICLE V.

Subject to the right to manage the running of the said joint track and to the right of precedence reserved to the Big Four as aforesaid, the Burlington Company shall have the right to run its locomotives, cars and trains over said joint track as the exigencies of its business may, in its judgment demand.

In order to provide connections so as to enable the Burlington Company to use the said joint track for the purposes of this agreement via said connections with the line of the Illinois Terminal Railroad Company at North Wood River, the Big Four agrees and provides by contract dated January 11th, 1916, and made by and between it and the Illinois Terminal Railroad Company and the Chicago & Alton Railroad Company, that the Illinois Terminal Railroad Company, at its entire expense, shall construct, maintain and operate at North Wood River a connection between its track and the track of the Big Four and a similar connection between its track and the track of the Chicago & Alton Railroad Company for the purpose of enabling the Burlington Company to use said joint line for the purpose of this agreement via said connections with the Illinois Terminal Railroad Company at North Wood River.

ARTICLE VI.

It is expressly understood and agreed that the rights to the use of said facilities hereby granted under Article II to the Burlington Company shall be subject to the following provisions. The Burlington Company shall not have the right to use the facilities under this contract for

(*a*) freight or passengers having both point of origin and destination on the line of railway aforesaid; nor

freight originating at East Alton, Illinois and destined to East St. Louis, Illinois proper or to any intermediate point on the line of railway aforesaid, or vice versa; nor

(*b*) freight to or from tracks serving the American Steel Foundries Company at Granite City, Ill., until such time as the Big Four shall obtain the right to grant the use of the same, when said tracks shall be included in this contract; nor

(*c*) freight originating at any point on the facilities of the Big Four covered by this contract or from any line connecting therewith, for interchange at East St. Louis or at junction points east of East St. Louis to Eastern Lines other than that of the Burlington Company; nor

freight entering East St. Louis from Eastern Lines, except that of the Burlington Company, destined to any point on said facilities of the Big Four covered by this contract, or for delivery to any line connecting therewith; nor

freight from any Eastern Line, except the Burlington Company, at any junction east of East St. Louis, destined to any point on said facilities of the Big Four covered by this contract, or for delivery to any line connecting therewith.

(*d*) for the purpose of storing cars thereon.

The Big Four agrees to accept for interchange with the Burlington Company at East Alton, Illinois, such business as the Burlington Company has the right hereunder to handle to and from Big Four industry tracks at East Alton and handle same under regular switching charge.

ARTICLE VII.

For the use of said facilities hereby granted, the Burlington Company agrees to pay to the Big Four upon all passenger and freight cars carried upon or over same, as follows:

(*a*) Twenty cents (20c) per passenger upon all local passengers to or from said joint track and thirteen cents (13c) per passenger upon all through passengers transported by the Burlington Company over said joint track.

(*b*) Fifty cents (50c) per freight car, whether loaded or empty, handled by the Burlington Company upon or over said joint track, except that cars moved by the Burlington Company between any point on the joint track and said proposed connections with the Illinois Terminal Railroad Company at North Wood River shall be paid for by the Burlington Company at rate of forty cents (40c) per car, loaded or empty; each engine to be counted as one car.

It is understood and agreed that cars handled by the Burlington Company, or by the Terminal Railroad Association of St. Louis for account of the Burlington Company in switch movement between the Burlington Company's freight yard in East St. Louis and the Terminal Railroad Association connection at Bridge Junction, shall not be counted in computing the charges specified in paragraph (b) of this Article.

ARTICLE VIII.

The Burlington Company shall not be required to make any payments to the Big Four for passengers carried on free passes on its trains over said joint tracks.

ARTICLE IX.

The Burlington Company shall make monthly reports to the Big Four of the number of through passengers and the number of passengers to the local territory, also the number of freight cars, loaded or empty, moved by it over any portion of the said joint track, such reports to disclose what cars are moved via North Wood River connection with the Illinois Terminal Railroad Company. Such reports shall cover a full calendar month and be

delivered to the Big Four on or before the twentieth day of the next succeeding month. The Big Four shall have the right to examine all books, papers and records of the Burlington Company relating to the business done upon said joint track whenever it may desire to do so.

ARTICLE X.

The amount thus appearing due from the Burlington Company to the Big Four for the use of its facilities herein granted for each month shall be paid on or before the twentieth day of the next succeeding month.

ARTICLE XI.

The Burlington Company shall, except as otherwise provided, be solely responsible for any and all accidents, injuries, losses or damages that may occur to the persons or property of passengers or other persons in the use by it of said joint track and it hereby promises and agrees to save the Big Four harmless from all demands, judgments, or costs on account of any accidents, injuries, losses or damages to person or property so occurring.

ARTICLE XII.

It is mutually agreed by and between the parties hereto that, as between themselves, each company shall be responsible for accidents or casualties upon or to its own trains by reason of any imperfection of the track, or misplacement of switch or from any other cause, aside from or except collisions in any form with the trains of the other party; and no such accident or casualty shall give it any right of action or claim against the other party, it being the intention and design that each party shall be responsble for its own trains, for the conduct of its employes, and generally except where the other party is at fault.

ARTICLE XIII.

In all cases of collision between the trains or locomotives of the two companies, the party whose men, or whose trains or locomotives are at fault and are or shall be the occasion of the collision, shall be held responsible to the other for all the damage done, or resulting from the collision. In case the two companies cannot agree either as to the question of fault, or the amount of damages, then the controversy shall be referred to disinterested arbitrators, to be chosen in the same manner as is hereinafter provided for the selection of referees to revise and settle questions of compensation, and each party shall abide by and perform the award and comply with the decision of such arbitrators, which shall, in all cases, terminate the controversy or difference.

ARTICLE XIV.

Inasmuch as the rate of payment hereinbefore provided for the use of said joint track may, in practice, be found unequal and burdensome upon one or the other party or may hereafter become so by reason of mutations in value, or in the course of business, it is agreed that the same shall be subject to revision and modification as follows: The said rates for use of said

joint track may be revised or the basis of compensation changed, to take effect on the first day of October, 1920, and each succeeding period of five years thereafter; provided that if between the first day of August and the first day of September next preceeding the first day of October of any year upon which such revision or re-appraisement may take effect as aforesaid, the parties do not agree upon such revision or re-appraisement, then either party at any time between the said first day of September and said first day of October may give to the other party thirty (30) days' written notice of its intention to refer such revision of rates for use of said joint line to disinterested third persons. At the expiration of said thirty (30) days each party may choose one disinterested third person as referee, and if either party shall fail to choose, then the other party may choose both referees. The two referees thus chosen may, if they cannot agree, choose a third like disinterested person. The referees so to be chosen shall determine the rates to be paid by the Burlington Company to the Big Four for the use of said joint track.

And the rates thus to be fixed shall be taken as the basis of the monthly settlements and payments for the five years following such first day of October and shall continue to stand as such basis of settlement and payment until altered by subsequent revision or re-appraisement, as herein provided for.

ARTICLE XV.

In case the Burlington Company shall make default in any payment in the manner or at the times herein provided, or in the manner or at the time that may hereafter be fixed by agreement of the parties hereto, or by the decision of the referees as herein above provided for, and such default shall continue for sixty (60) days, the Big Four may, at its election, annul and vacate this contract, by written notice to the Burlington Company, or may take such other or further action for the enforcement thereof as it may deem advisable. It is also agreed that in case the Burlington Company shall at any time during the term of this contract withdraw or divert from said joint line for a period of one (1) year all its traffic herein provided for, the Big Four Company may terminate this contract upon notice in writing to the Burlington Company; provided, however, the Burlington Company may, at any time upon six (6) months notice in writing to the Big Four Company of its intention so to do, cease to operate its trains over said joint line via said North Wood River connection, and the Big Four Company shall not have the right hereunder to terminate this contract on account thereof. In that event, however, the Big Four shall be relieved of its obligation to maintain the connection at North Wood River, as provided in Article V hereof.

ARTICLE XVI.

This agreement shall, unless sooner terminated as hereinbefore provided, remain in force and effect and be binding upon the parties hereto, their successors and assigns, until September 11, 1966, upon which last named date this agreement shall terminate.

In Witness Whereof, each party hereto has caused this agreement to be signed by its proper officer and its corporate seal to be hereto affixed, attested

by its Secretary or Assistant Secretary, the day and year first above written, in duplicate.

Cleveland, Cincinnati, Chicago and Saint Louis Railway Company,
[SEAL] *By* A. H. SMITH,
Attest: *President.*
E. F. STEPHENSON, *Secretary.*

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN,
Attest: *Pt.*
H. W. WEISS, *Asst. Secretary.*
Form Approved:
C. M. DAWES, *Gen. Counsel,*
C. B. & Q. R. R. Co.

AGREEMENT, August 1, 1906, The Chicago and Alton Railroad Company, and The Cleveland, Cincinnati, Chicago and Saint Louis Railway Company. Tracks between Bridge Junction and Wann, Illinois.

EXHIBIT "Y"

This Agreement, made this first day of August, 1906, by and between The Chicago and Alton Railroad Company, a corporation organized under the laws of the State of Illinois (hereinafter called the Alton Company) party of the first part, and The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, a corporation duly consolidated in accordance with the laws of the States of Ohio and Indiana, (hereinafter called the Big Four Company), party of the second part,

Witnesseth That:

Whereas, the Alton Company and the Big Four Company now own and operate separate parallel lines of single track railway between Bridge Junction and Wann, in the State of Illinois, and it is mutually beneficial and advantageous that the same be used and operated as a double track railway by them and certain tenant lines, in the manner hereinafter set forth;

Now, Therefore, in consideration of the premises and of the sum of One Dollar to each party by the other paid, the receipt whereof is hereby acknowledged, and in further consideration of the benefits and advantages which each expects to derive from this agreement, and of their mutual and dependent covenants herein contained, the parties hereto have agreed, and do each with the other as follows:

ARTICLE I.

Section 1. The Alton Company hereby grants to the Big Four Company and such tenant lines as it may have from time to time, for the purposes of this agreement and during the continuance thereof, but not otherwise or longer, an easement for all railway uses and purposes, over and upon those portions of its main tracks and passing tracks between Bridge Junction and Wann, in the State of Illinois, shown marked in red upon the blue print hereto attached and made a part hereof.

Section 2. The Big Four Company hereby grants to the Alton Company, and such tenant lines as it may have from time to time, for the purposes of this agreement, and during the continuance thereof but not otherwise or longer, an easement for all railway uses and purposes, upon and over all parts of its main track and passing tracks of its railroad between said Wann and Bridge Junction, shown marked in yellow upon said blue print hereto attached and made a part hereof.

Section 3. It is mutually agreed that said two lines of railway between the points aforesaid, shall be operated as a double track and that all trains operated thereon shall use the main track of one party in one direction, and the main track of the other party in the other direction.

ARTICLE II.

Section 1. Each of the parties hereto shall and will, at all times maintain and keep in repair, its own portion of such joint tracks. Each party shall and will, in respect of such maintenance and repair, comply with all lawful regulations enacted and ordained for the safety of the public.

Section 2. Each of the parties hereto shall and will, continue to maintain, repair and operate all existing interlocking plants, block signals and safety devices now in use upon its separate tracks, and charge the cost thereof to the maintenance account of the joint tracks, except that the interlocking plant at Lenox shall not be charged to joint track operation under this agreement. Nevertheless it is understood that an agreed proportion of the salaries paid the Towerman at Lenox Tower shall be charged to joint track operation for the account of Block Signals.

Section 3. Nothing herein contained shall require either party to make additions or extensions to the tracks, facilities and appurtenances hereby demised. If such extensions and additions are made by either party, neither the other party hereto nor the tenant lines shall have the right hereunder to use the same, except upon written consent of the owning Company, and under conditions imposed by it.

ARTICLE III.

Section 1. Joint schedules and rules for the movement of engines and trains over the said double track line shall be made by the joint action of the proper officials of both parties, the expense thereof to be borne equally by both parties. Such schedules shall, as nearly as practicable, accord equality of right, privilege and advantage to trains of the same class operated by each party, and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other.

Section 2. It is mutually agreed, by and between the parties hereto that the use which each party grants to the other, over the tracks owned by it, shall extend only to the movement of trains thereon, and that neither party shall have the right hereunder to use the other's side-tracks and industrial tracks for the purpose of reaching industries located upon the other Company's line, or any facilities not herein expressly granted.

ARTICLE IV.

Section 1. The Big Four Company further covenants and agrees to pay monthly, its car mileage proportion of the cost of maintaining, renewing, replacing, repairing and operating the said tracks, facilities and appurtenances of the Alton Company.

Section 2. The Alton Company further covenants and agrees to pay monthly, its car mileage proportion of the cost of maintaining, renewing, replacing, repairing and operating the said tracks, facilities and appurtenances of the Big Four Company.

Section 3. In determining the cost of maintaining, renewing, replacing, repairing and operating the tracks of each of the parties hereto, as hereinabove provided, the actual cost only of material, supplies and labor shall be considered; but no part of the salaries paid to the managing officers of either Company shall be charged, but the fair and equitable proportion of the salaries of train despatchers, telegraph operators and other employes, employed about the business of each of the parties hereto upon the double track line covered by the terms of this agreement, and in keeping the proper records and accounts necessary to the carrying out of the terms hereof, shall be included. In determining the cost of such maintenance, renewing, replacing, repairing and operating, all books of account and vouchers of either party hereto, evidencing such cost and expenditures, together with all facts and information relative thereto, shall be submitted freely and fully to the other party.

The car mileage of either of the companies hereto shall include the car mileage of its tenant companies.

By the term "car mile," as used in this agreement, is meant the distance of one mile run by one car, each locomotive and its tender to be considered as two cars.

ARTICLE V.

Section 1. Each party shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the track to it for such purpose hereinbefore committed. Except engine men and train men and employes operating switches for the exclusive use of either party otherwise than from interlocking towers all officers and employes of either party in any wise engaged in maintaining, repairing or operating either of the said double tracks, or in despatching, ordering or directing the movement of trains thereon shall, as between the parties hereto, be deemed joint employes of both parties. Engine men and train men of any work train of either party while engaged in maintaining or repairing either of said double tracks, shall likewise be deemed joint employes.

Neither party shall by reason of any defect in either such track or in the roadway thereof or in any structure or appliance appurtenant thereto, or by reason of the failure or neglect of the other party to repair such defect, have or make against such other party any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure; but in case such other Company shall fail to repair any such

defect as aforesaid, within a reasonable time after receiving written notice specifying the defect and requesting that it be repaired, then the party which shall have given such notice shall have the right to make the necessary repairs at once, and the other party shall and will pay the cost thereof.

Section 2. Each party hereby assumes all risks of loss, damage or injury, which its property, or property in its custody, or its employes or passengers may sustain by the act, neglect or default of any such joint employe, as well as all risks of loss, damage or injury which shall in any manner occur in or upon any part of said double track line or in or about any building or premises appurtenant thereto, whether to its own property or to the property in its custody, or to its passengers, or to its employes, or which third persons or the property of third persons shall suffer, by reason of the movement or operation of any of the engines, cars or trains, in all respects as if such party had been then in the exclusive use and control of such double track line, building or premises; excepting only such loss, damage or injury as shall be caused by the negligence of employes solely of the other party hereto. And except only as aforesaid, each party hereby agrees to save the other party hereto harmless from all such loss, damage and injury, from all liability and claim therefor, and from all consequent cost and expenses.

Each party hereto hereby agrees to save the other party hereto, harmless from all loss, damage and injury which shall be caused by the negligence of its sole employes and from all liability and claim therefor, and from all consequent cost and expenses.

The parties hereto expressly covenant and agree, that in case of any injury or damage to persons other than passengers or employes or to property of such persons, caused by the operation of trains over and upon the railroad and premises embraced in this agreement, and it can not be determined which party operated the train by which such injury or damage was caused, the cause thereof shall be regarded as concealed, and the compensation, if any, made for such injury or damage, shall be divided equally between the parties hereto.

The parties hereto expressly covenant and agree that in case of a collision between the respective engines, cars or trains while on said double tracks, or either thereof, the party whose employes shall have been alone in fault shall be solely responsible for and settle and pay for the entire loss and damage caused thereby and shall so save the other party harmless therefrom; and that in case any collision shall be caused by the fault of the employes of both parties, or by the fault of any joint employe or employes, or in case the cause of the collision shall be so concealed that it can not be determined whose employe or employes were at fault, each party shall bear and pay all the loss, damage and injury which its own property, or property in its custody, or its employes, or its passengers, may have suffered in consequence thereof.

Section 3. Each party shall and will, at its own expense, maintain the connection of each of its private and exclusive tracks with said joint tracks respectively, at each point of such connection, and shall and will, in the absence of interlocking protection and operation thereof, require its employes to turn on to said double track respectively, the switch at

each such point of connection, whenever and as soon as its own engines and cars shall pass over the same, and shall and will also save the other party harmless from all loss and damage which it may suffer or for which it may, in any wise, become liable on account of accident or casualty caused by the misplacement of any such switch by its own agents or employes.

Section 4. If any suit shall be commenced by any person or persons, corporation or corporations, against either party hereto, for or on account of any damage or injury for which the other party is made liable under this agreement, the party so sued shall give to the other party notice of the pendency of such suit, and thereupon such other party shall and will assume the defense of such suit, and shall and will save the party so sued, harmless from all loss, cost or damage by reason thereof; neither party shall be concluded by any judgment against the other unless it had reasonable notice to defend and had reasonable opportunity to make defense. When such notice and opportunity shall have been given, the party notified shall be concluded by the judgment as to all matters which were or might have been litigated in such suit.

ARTICLE VI.

Section 1. This agreement shall be in force and effective as of the first day of August, 1906, and shall continue in force for a period of five years and thereafter until one of the parties hereto gives notice in writing to the other party of its desire to terminate this agreement and such notice shall become effective and in full force and this agreement shall terminate two years from the date said notice is received by the other party hereto. Upon the termination hereof each party shall thereupon immediately, at its own expense, in all respects retire from all tracks and parts of tracks of the other party, which shall theretofore have formed any part of such double track, and shall immediately become entitled to and resume the exclusive use of all such of its own tracks and parts of tracks. All other contracts existing between the parties hereto, relative to the joint use of said tracks, are hereby cancelled and annulled.

Section 2. Every notice to be given under or pursuant to this agreement, shall be subscribed by the President or General Manager of the notifying Company, and be served upon the President or General Manager of the Company to be notified.

Section 3. This agreement shall, during the continuance thereof, attach to and run with the railways of the respective parties and be binding upon an inure to the benefit of any railway which shall, during such continuance, own or operate either of such railways.

ARTICLE VII.

Section 1. If, at any time, a question shall arise touching the construction of any part of this contract; or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein

contained, upon which question the parties hereto can not agree, such question shall be submitted to the arbitrament of three (3) disinterested persons to be chosen, one by the Alton Company, one by the Big Four Company, and the other by the two so chosen. The party desiring such arbitration shall elect its arbitrator and give written notice thereof to the other party, and shall, in such notice, state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and on behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators thus chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator, as aforesaid, such third party may be appointed, upon ten (10) days written notice by either party hereto to the other party hereto of its intention to make application therefor, by any Judge of the District Court of the United States for the Southern District of Illinois. The arbitrators shall, as soon as possible, after their selection, meet to hear and decide the questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them, and shall serve a copy of such award upon each party hereto, and the award of such arbitrators, or a majority of them, shall be final and binding upon both parties, and each or either party shall immediately make such changes in the conduct of its business, or such payments or restitution, as the case may be, as in and by such award may be required of them, respectively. The books and papers of both parties, so far as they relate to matters submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitration. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

Section 2. If, for any reason, any covenant or agreement in this contract expressed, not material to the right of either company to use the railway of the other company, shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or agreement which is, in itself, valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken and such further contract or contracts shall be made as shall be advised by counsel, to carry into effect the purposes and intents hereby expressed.

Section 3. The facilities covered by this agreement having been used from the thirty-first day of July, 1904, to the first day of August, 1906, a period of two years, under conditions not contemplated by the agreement effective January 1st, 1902, which agreement this agreement supersedes, it is hereby agreed that a settlement for the use of said facilities, for the period aforesaid shall be made between the parties hereto, upon and under the terms of this agreement.

In Witness Whereof, each party hereto has caused this instrument to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

The Chicago and Alton Railroad Company,

[SEAL] *By* S. M. FELTON,
President.

Attest:
S. H. DAVIS, *Assistant Secretary*

The Cleveland, Cincinnati, Chicago and Saint Louis Railway Company,

[SEAL] *By* W. H. NEWMAN,
President.

Attest:
D. W. PARDEE, *Secretary*
App'd: LJH.
Approved W. M. DUANE, *Chief Engineer.*

Cincinnati, Ohio, May 20th, 1925

Sub: Use of Big Four tracks between E. Alton and Bridge Junction by CB&Q. File 62.15.

Mr. E. P. Bracken, Vice-President,
C. B. & Q. Railroad Company,
547 West Jackson Boulevard,
Chicago, Ill.

Dear Sir:—

Our correspondence ending with your letter of January 30th, in regard to refund for cars which were not handled from Granite City to Bridge Junction.

We have made a cost study which recaps as follows:

	New Rates	Old Rates
East Alton to Bridge Junction	$69.54	$80.56
East Alton to Granite City	45.11	53.47
No. Wood River to Bridge Junction	60.38	66.52
No. Wood River to Granite City	35.95	39.43

We will arrange to readjust the bills on this basis, effective as of January 1st, 1924.

Yours very truly,
H. A. WORCESTER

Chicago, May 25, 1925

Mr. C. I. Sturgis:

Referring to contract of June 1st, 1916, between the Cleveland, Cincinnati, Chicago & St. Louis Railway Company and the Burlington, covering use by the Burlington of that Company's tracks between East Alton and East St. Louis.

I enclose herewith original letter from Vice-President Worcester of the Big Four, showing result of a new cost study, and naming rates per car on which bills will be readjusted, effective as of January 1st, 1924.

Will you please file this with the original contract, as it constitutes a modification thereof?

Yours truly,
E. P. BRACKEN

Mr. Thiehoff:

As a matter of information, the old rates are shown opposite the new rates. E. P. B.

Cincinnati, Ohio, July 27, 1925

Mr. W. F. Thiehoff, General Manager,
Chicago, Burlington & Quincy R. R. Co.,
Chicago, Illinois.

Dear Sir:—

As you are doubtless aware, Article XIV of the contract of June 1, 1916 between our respective companies, relating to the joint trackage arrangement between East Alton, Illinois, and East St. Louis (Bridge Junction), Illinois, provides for a readjustment of the rates as of each five-year period on and after October 1, 1920. In actual practice, however, the matter of revising the rates has been given consideration when either party conceived that the conditions justified some revision.

While the Big Four would not be disposed, other things being equal, to immediately ask for a revision of the rates now in effect under the last revision thereof, the fact that failure to now obtain a revision pursuant to the terms of the agreement might continue the existing revised rates in effect for the five-year period beginning October 1, 1925, places the matter in a somewhat different status.

Assuming that the present obtaining rates are also satisfactory to your Company, I wish you would promptly advise whether it may now be understood and agreed that the present rates will continue in effect until October 1, 1925, and for the five year period thereafter, but upon the further understanding and agreement that either party may, during said period, require revision if and when, in its opinion, conditions warrant and, in the event the parties fail to agree upon such revised rates within thirty days after request therefor, the question will be subject to arbitration on demand of either party within thirty days thereafter and otherwise conducted substantially as provided in the contract.

Yours truly,
C. S. MILLARD,
General Manager.

Chicago, August 11, 1925

Mr. C. S. Millard,
Gen. Mgr.—C. C. C. & St. L. Ry. Co.,
Cincinnati, Ohio.

Dear Sir:—

Referring to your letter of July 27th, file 60-S, in regard to Article XIV of contract dated June 1st, 1916, between our respective Companies, relative to joint trackage arrangement between East Alton and East St. Louis (Bridge Junction), Ill., which article provides for a readjustment of the rates as of each five year period on and after October 1st, 1920.

This is to advise that it may now be understood and agreed that the present rates will continue in effect until October 1st, 1925, and for the five year period thereafter, but upon the further understanding and agreement that either party may, during said period, require revision if and when, in its opinion, conditions warrant, and in the event the parties fail to agree upon such revised rates within thirty days after request therefor, the question will be subject to arbitration on demand of either party within thirty days thereafter and otherwise conducted substantially as provided in the contract.

Yours truly,

To Mr. Sturgis copy I enclose original letter received from Mr. Millard in this regard, together with a copy of same, as well as Mr. Lavidge's copy of my letter to Mr. Millard. Mr. Sturgis will file the original with the contract and forward the copy to Mr. Lavidge. I am also sending a copy of both letters to the Local Officers for their information and guidance.

W F T

AGREEMENT, May 12, 1916, Illinois Terminal Railroad Company and Chicago, Burlington & Quincy Railroad Company. 4.75 miles.

This Agreement, made and entered into this 12th day of May, 1916 by and between the Illinois Terminal Railroad Company, a corporation existing under the laws of the State of Illinois, hereinafter called the "Terminal Company," first party, and the Chicago, Burlington & Quincy Railroad Company, a corporation existing under the laws of the State of Illinois, hereinafter called the "Burlington Company," second party.

Witnesseth: *That*

Whereas, the Terminal Company owns and operates a line of railroad extending in part from a connection with the railroad of the Missouri & Illinois Bridge & Belt Railroad Company and so called "Levee Tracks," at Alton, Madison County, Illinois, in a southeasterly direction approximately five (5) miles to a crossing at grade with the tracks of the Chicago & Alton Railroad Company, and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, at North Wood River in said County, together with a railroad yard (which when separately referred to is hereinafter called the "Federal Yard") on said line of railroad between said Alton and said North Wood River, and certain industry and other tracks, including interchange tracks with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Chicago & Alton Railroad Company, Chicago,

Peoria & St. Louis Railroad Company, Missouri & Illinois Bridge & Belt Railroad Company, and any other railroad company at said Alton (which when separately referred to are hereinafter called the "Alton side tracks"), and the Terminal Company proposes to construct and operate without delay a freight house with the necessary team and other tracks adjacent thereto (which said freight house with the said tracks adjacent thereto when separately referred to is hereinafter called the "Alton Freight Station"), the location of said line of railroad and of the portion of said Federal Yard to be used jointly hereunder, and of said Alton side tracks and of said Alton Freight Station, being shown in red on plat hereto attached and made a part of this agreement, and identified by the signatures of the Engineers of Maintenance of Way of the respective parties hereto; all of said property of the Terminal Company so shown in red on said plat and including proposed connections with Chicago & Alton Railroad Company and with Cleveland, Cincinnati, Chicago & St. Louis Railway Company at North Wood River hereinafter referred to and colored on dotted line in red on said plat being for convenience hereinafter called the "joint line"; and

Whereas, there exists at said Alton certain tracks connecting with said joint line, commonly known as and hereinafter called "levee tracks," located as shown in yellow on said plat, which are owned jointly by the Terminal Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Chicago & Alton Railroad Company and the Chicago, Peoria & St. Louis Railroad Company, the business of said four companies to and from said levee tracks being handled by joint switch engine at the joint expense of said companies; and

Whereas, the Burlington Company desires the right to use said joint line in common with the Terminal Company, and further desires the right of use of said levee tracks, to all of which the Terminal Company is willing to agree upon the terms and conditions hereinafter contained;

Now, Therefore, in consideration of the premises and the mutual and dependent covenants in this agreement set forth, the parties hereto have agreed, and do hereby covenant and agree with each other, as follows:

ARTICLE I.

SECTION 1. The Terminal Company hereby grants to the Burlington Company, for the period hereinafter stated, the full joint and equal use (except as hereinafter otherwise provided) of said joint line together with such side tracks and switches shown in red upon the plat hereto attached and made a part of this agreement, to be used in common with the Terminal Company and such other company or companies as the Terminal Company shall at any time permit to use the same, or any part thereof, together with all improvements, betterments and additions to said joint line (except team tracks, industry and loading tracks, unloading tracks, stations and river terminals east of range line number nine, which the Burlington Company is not given the right to use hereunder), which may hereafter be constructed or acquired by the Terminal Company.

§ 2. The Terminal Company shall secure respectively from the Chicago & Alton Railroad Company and said Cleveland, Cincinnati, Chicago & St.

Louis Railway Company, the right to construct and maintain during the term of this agreement the necessary connections between the tracks of said companies and the said joint line, where the latter crosses said tracks at grade at said North Wood River, to enable trains, engines and cars of the Burlington Company to be operated between said joint line and the tracks of said companies at said place, and shall construct and maintain said connections, or cause same to be constructed and maintained for said purpose, throughout the term of this agreement; the said connections to be constructed approximately, as shown in dotted red lines on said plat; it being understood and agreed between the parties hereto that in event the Cleveland, Cincinnati, Chicago & St. Louis Railway Company and the Chicago & Alton Railroad Company discontinue operating a double track line through North Wood River (the main track of each of said companies now forming such double track line) the obligation of the Terminal Company as herein defined with reference to the maintenance of a connection at North Wood River with the track of the Chicago & Alton Railroad Company shall cease; it being further understood and agreed between the parties hereto that any expense for the construction of said connections which the Terminal Company shall find it necessary to assume, shall be added by it to the sum representing the value of the said joint line mentioned in paragraph (a) of Section 1 of Article III hereof. The Burlington Company agrees to repay to the Terminal Company any expense which it shall find it necessary to assume on account of the maintenance, renewal, repair or operation of said connections installed in the tracks of the Chicago & Alton Railroad Company and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, except such portion of the cost of the operation, maintenance, repair and renewal of the interlocking plant at said place, necessary to protect train movements over said connections, which expense the Terminal Company shall include from month to month in its bills covering the operation, repair, renewal and maintenance of said joint line mentioned in paragraph (d) of said Section 1 of Article III hereof.

The Terminal Company shall also improve the present connection of said joint line with the said railroad of the Missouri & Illinois Bridge & Belt Railroad Company in said Alton by installing a new connection in the track of the Terminal Company and a new connection in the track of the Missouri & Illinois Bridge & Belt Railroad Company, moving the crossing now in the track of the Chicago, Peoria & St. Louis Railroad Company approximately two hundred and fifty feet (250) east, doing necessary grading, for the new connection, and furnishing and installing necessary track material and connecting said connection when completed with the interlocking plant now at Henry Street. It is understood and agreed between the parties hereto that the cost to the Terminal Company of making such changes shall be added by it to the sum representing the value of said joint line mentioned in said paragraph (a) of said Section 1 of said Article III hereof, and that the cost thereafter of maintaining, repairing and renewing same, together with the cost, if any, of operating, maintaining, repairing and renewing portion of said interlocking plant required to protect movements over said new connection of said joint line and the Missouri & Illinois Bridge & Belt Railroad Company and movements over any other trackage

to be used jointly by the parties hereto hereunder, shall be charged to joint account covering like cost in respect to said joint lineas provided in paragraph (d) of said Section 1 of Article III.

§ 3. The Terminal Company shall have the charge, supervision and the full and sole control of said joint line and of the operation and maintenance thereof, except as hereinafter otherwise provided; and shall pay all taxes and assessments that shall be levied thereon; shall maintain the same in good condition and repair; insure improvements thereon against loss or damage by fire, and make all betterments, renewals and replacements thereof, and shall do all acts and things necessary and proper for the operation thereof, and shall comply with all regulations prescribed by law for the safety of the public. In case the Terminal Company shall fail to repair any defect in said joint line within reasonable time after the Burlington Company shall have given to the Terminal Company written notice specifying the defect and requesting that it be repaired, then the Burlington Company shall have the right to make the necessary repairs at once, and the Terminal Company shall and will pay the cost thereof, and the Terminal Company shall include such cost in its monthly bills for maintenance, repair, renewing, etc., as provided in paragraph (d) of Section 1 of Article III.

§ 4. The Terminal Company hereby grants to the Burlington Company the right to construct, maintain and operate at its own expense, during the term of this agreement, for the commercial and other business of the Burlington Company, such wire or wires on the telegraph poles of the Terminal Company, with instruments in all stations or buildings on and around the joint line, the use of which is herein granted to the Burlington Company, that the Burlington Company may desire to place.

§ 5. The Terminal Company being authorized under its agreement with its joint owners thereof so to do, hereby agrees to secure and hereby grants to the Burlington Company the right throughout the term of this agreement to the use of said Levee tracks, and any additions thereto or extensions thereof, upon the same terms and conditions that the Terminal Company, itself, now enjoys the use of said tracks, and the Terminal Company further agrees that it will not, without the written consent of the Burlington Company, enter into any contract or make any arrangement with the joint owners of said tracks that will in any way impair or interfere with the right of the Burlington Company to such use of said tracks during the term of this contract.

ARTICLE II.

SECTION 1. The Burlington Company, under the use herein granted of said joint line, shall have the unrestricted right to do all business commonly carried on by railroad companies to and from all stations, industries, team tracks, loading tracks, unloading tracks, river terminals, and other facilities, now existing or which may be hereafter established on said joint line, in all respects the same as if the Burlington Company was in the exclusive ownership and operation of said joint line, provided however, that the Burlington Company shall not have the right hereunder to handle

First, any local traffic between any stations or sidings on said joint line, nor

Second, any traffic over said joint line between one railroad company connecting therewith not a party hereto and another railroad company connecting with said joint line and not a party hereto, nor

Third, any traffic for movement between the connections of the joint line with any other railroad company not a party hereto and any industries, team tracks, loading tracks, unloading tracks and river terminals, now existing or which may hereafter be built, installed, maintained or established along said joint line, nor

Fourth, any traffic to or from industry tracks, team tracks, loading tracks, unloading tracks, stations, or river terminals which now exist or which may hereafter be located along said joint line east of range line number nine (9), which is at or near the east line of Alton, Illinois city limits.

Provided, However, nothing in the foregoing shall in any way prohibit the Burlington Company from handling any traffic to or from the connections of the Missouri and Illinois Bridge and Belt Railroad at Alton, when such traffic is destined to or forwarded from stations or sidings west of range line number (9), and further, when such traffic is handled to or from West Alton, Missouri in the trains of the Burlington Company, or for its account by said Missouri and Illinois Bridge and Belt Railroad.

§ 2. The Terminal Company shall at all stations on said joint line employ all necessary agents and servants (subject to the option of the Burlington Company to employ its own force for handling its own business at said Alton Freight Station, as hereinafter provided) and shall require them to give the same care and attention to the business of the Burlington Company as to its own business. All such employes shall be neutral and impartial and shall give the Burlington Company equality of service with the Terminal Company. They shall receive general orders from the Terminal Company, but the Burlington Company may issue orders direct to such employes respecting the conduct of its own business. At the option of the Burlington Company, such employes shall render reports concerning the Burlington Company's own business direct to the Burlington Company and remit direct to the Burlington Company any moneys belonging to the Burlington Company. The Terminal Company shall, upon the complaint of the Burlington Company for reasonable cause by it stated, transfer any such agent or servant from the joint line.

At said Alton Freight Station the Burlington Company shall have the right, if it elects so to do, to employ its own force for performing all services in respect to its own business at said station, except the loading and unloading of freight; it being understood and agreed that in the event the Burlington Company elects to so employ its own force, the Terminal Company shall provide the necessary space in said station for the use of said force of the Burlington Company; it being further understood and agreed that in the event the Terminal Company shall not use said station jointly with the Burlington Company the Burlington Company shall also have the right to employ its own force for the loading and unloading of freight.

The Terminal Company shall, upon the request of the Burlington Company, require such station agents and other servants employed by the Terminal Company as receive or handle moneys for or on account of the Burlington

Company, to give such reasonable bond or other indemnity for the benefit of the Burlington Company as the latter company may require against loss through the carelessness or dishonesty of such employes. The premiums or compensations for the same shall be paid by the Burlington Company. In case of a shortage occurring in the accounts of any such agent or employe where it is impossible to determine to which party the money belonged at the time of such shortage, the loss shall be apportioned between the parties hereto on the basis of the gross revenue accruing to each party on the class of business handled by the employe in such position at such station for the two calendar months preceding that in which said shortage was discovered. Neither party hereto shall have or make any claim against the other party hereto for any such loss occurring through the dishonesty, shortage or defalcation of any such employee.

§ 3. Each party hereto shall at its own expense at all times furnish such stationery and forms as may be required solely for the transaction of its own business. All other station supplies shall be furnished by the Terminal Company, and shall be charged in joint account.

ARTICLE III.

SECTION 1. The Burlington Company covenants and agrees to pay to the Terminal Company as compensation for the use of said joint line herein granted, the following sums, viz:

(a) An annual sum equal to two per centum (2%) upon two hundred eighty-six thousand three hundred Dollars ($286,300.00), said sum being the agreed value of said joint line, the use of which is herein granted, and includes said five (5) miles of railroad between said Alton and said North Wood River, the said tracks in said Federal Yard shown in red on said plat and said Alton sidetracks (but not including said Alton freight station, nor said improvements in the connection of said joint line with the railroad of the Missouri & Illinois Bridge & Belt Railroad Company in said Alton, nor the cost to the Terminal Company of constructing the aforesaid connections at North Wood River, the cost of said three jobs to be added to the said amount of two hundred eighty-six thousand three hundred dollars when ascertained by the Terminal Company. Said annual rental shall be paid in equal semi-annual installments, the first said installments being payable six (6) months after the date of this agreement, and each subsequent installment being payable at the end of each six (6) months period thereafter, during the continuance of this agreement; it being understood and agreed that in the event that by mutual consent of the parties hereto, any portion of said joint line shall be taken up or the use thereof discontinued, the aforementioned sum upon which the said annual rental is computed shall be reduced by an amount representing the value of the portion of said joint line taken up or the use thereof discontinued.

(b) An annual sum equal to two per centum (2%) interest from the time when expenditure for each thereof shall be made, or from the time when the Burlington Company shall elect to use the same, upon that portion of the cost of all additions and betterments, which the Terminal Company may make to and on the said joint line (except team tracks, in-

dustry and loading tracks, unloading tracks, stations and river terminals east of said range line number nine), and upon that portion of any assessments lawfully levied thereon and actually paid by the Terminal Company, which shall under the rules of accounting when prescribed by the Interstate Commerce Commission be chargeable to capital account, it being understood and agreed that if the Burlington Company elects not to use any of such additions or improvements to said joint line, when made by said Terminal Company of its own accord, and not at the request of the Burlington Company, no interest rental, taxes, assessments or other charges on account of same shall be charged against or paid by the Burlington Company.

(c) Such annual sum as shall from time to time constitute such proportion of all taxes and of all assessments not covered by paragraph (b) of Section 1 of Article III hereof, as shall, after the Burlington Company shall have commenced its use herein granted, be lawfully levied upon said joint line and actually paid by the Terminal Company, as one (1) shall bear to the total number of all companies using the portion of said joint line on which said taxes or assessments are assessed. If any such taxes or assessments shall be so levied or assessed upon said joint line and appurtenances that they cannot be readily and satisfactorily separated from those levied or assessed upon other portions of the railroad or property of the Terminal Company, they shall be apportioned as equitably as may be, and if the parties cannot agree upon such apportionment, it may be determined by arbitration as hereinafter provided.

(d) A pro rata proportion of the cost of maintaining, repairing, renewing and operating said joint line and insuring same against loss or damage by fire (except (1) said Alton Station, the cost of maintaining, repairing, renewing, operating and insuring which is provided for in the next following paragraph hereof, and (2) the water tank, stand pipe and pipe line at Federal Yard, the cost of maintaining, repairing, renewing and operating which is provided for in paragraph (f) of Section 1 of Article III hereof), which proportion shall bear the same ratio to the whole amount expended for such purposes as the number of engines and cars of all classes operated by the Burlington Company on or over said joint line shall bear to the whole number of engines and cars of all classes operated by all companies on or over the same; and for this purpose, every engine with its tender shall be counted as one car, and every caboose shall be counted as one car; but engines and cars engaged in joint switching service mentioned in Articles IV and V hereof, and engines and cars in work or relief trains, shall not be computed herein; it being understood and agreed that any cars set out by the Burlington Company in Federal Yard and subsequently picked up by another Burlington engine or train for movement over the joint line in the same direction shall be counted as only one movement over the joint line, provided said cars have not been moved from the Federal Yard.

(e) A pro rata proportion of the cost of maintaining, repairing, renewing and operating said Alton Station and insuring same against loss or damage by fire, which proportion shall bear the same ratio to the whole amount expended for such purpose as the tonnage handled for the Burlington Company bears to the total tonnage handled at or through said station for

all companies using the same, including all tonnage loaded and unloaded, whether over the platform, or through the freight house, or on team tracks; provided, however, if the Burlington Company shall elect to employ its own force for handling its own business at said station, as provided in the second paragraph of Section 2 of Article II hereof, the wages of employes of the Terminal Company in performing a similar service for it at said station shall not be included in the cost of operating said station in bills rendered by the Terminal Company to the Burlington Company, under this paragraph, during the period that the said force of the Burlington Company is so employed.

(f) Same rate per thousand gallons of water taken by the Burlington Company at Federal Yard that the Terminal Company pays from time to time to the Water Company for said water, during which period the Burlington Company shall also share in the cost of maintaining, repairing or operating such portion of the Terminal Company's water or pumping plant used in the supplying of such water, and of taxes and insurance thereon, in the proportion that the number of gallons of water taken at Federal by the Burlington Company each month shall bear to the total number of gallons of water taken thereat and furnished by the Water Company during said month.

In event this Terminal Company discontinues the purchase of water at any time and arranges to pump same from wells or other source of supply, the Burlington Company shall pay for water thence taken by it at rate of forty (40) cents per engine tank, it being understood and agreed that said forty (40) cents per tank rate is to apply during such period as water is only taken occasionally by the Burlington Company (when water is not being purchased by the Terminal Company), during which period the Burlington Company shall not share in the cost of maintaining, repairing or operating any portion of the Terminal Company's water or pumping plant, or of taxes or insurance thereon. The Burlington Company shall have the right, at its option, to take water regularly from the Terminal Company's facilities at Federal without restriction as to amount and if at the time it elects so to do the Terminal Company is not purchasing water supplied at Federal but pumping same itself, the value of the Terminal Company's water and pumping plant (except the value of the water tank, stand pipe and pipe line between said tank and stand pipe, the value of which is included in the figure of $286,300.00 hereinbefore mentioned) shall, during such period as the Burlington Company takes water regularly, be added to the value of said joint line and the Burlington Company shall pay two (2) per centum per annum rental thereon and the cost of maintaining, repairing and operating said water and pumping plant, together with taxes and insurance thereon, shall be treated as an expense of operating said joint line and divided between the parties hereto on the basis of paragraph (d) of Section 1 of Article III hereof. The said charge of forty (40) cents per tank shall not be assessed against the Burlington Company during such period as it pays rental on the value of the Terminal Company's water and pumping plant (except value of water tank, stand pipe and pipe line between said tank and stand pipe) and shares in the cost of maintenance

and repair of and taxes and insurance on said pumping and water plant. It is understood and agreed between the parties hereto that this second paragraph of sub-paragraph (f) of Section 1 of Article III shall apply only when the Terminal Company is not purchasing water as described in the first paragraph of said sub-paragraph (f).

(g) The cost of printing time cards when new cards are made necessary solely by changes in time of Burlington Company's trains.

§ 2. All compensations and charges of every kind and nature, which in and by this agreement the Burlington Company is required to pay the Terminal Company shall be paid within twenty (20) days after the rendition of proper bills, therefor; such bills (except as otherwise herein provided) shall be rendered by the Terminal Company as soon as may be after the last day of each calendar month for which such compensation and charges shall have accrued, and shall be based upon and contain a statement of costs incurred, operations, business handled, services rendered and materials furnished during such month. The books and accounts of the Terminal Company so far as they relate to the expense, operations and services aforesaid, shall be open during business hours for the inspection of any duly authorized representative of the Burlington Company.

§ 3. If through casualty or other cause not the fault of the Burlington Company, the Burlington Company shall be reprived of the use of said joint line for a period of thirty (30) days or more, the rental accruing against the Burlington Company under the provisions of this agreement during such period shall be abated, upon such portion of joint line as said Burlington Company is unable to use.

§ 4. All expenditures made for additions, betterments, maintenance, repairs or renewals upon or to said joint line, shall be classified and charged by the Terminal Company in its accounts in accordance with the classification of accounting prescribed by the Interstate Commerce Commission at the time said expenditures are made.

ARTICLE IV

SECTION 1. The Terminal Company shall, if and when requested, by the Burlington Company so to do, with its own engines and crews perform the switching service necessary to handle cars of the Burlington Company, in both directions, between said Federal Yard or the connection of the Missouri & Illinois Bridge & Belt Railroad Company and said Alton side tracks and said Alton Freight Station. The said cars of the Burlington Company destined from said Federal Yard or the connection of the Missouri & Illinois Bridge & Belt Railroad Company to said Alton side tracks, or said Alton Freight Station, shall be placed by the Burlington Company or for its account upon such tracks (being a part of the joint line) in said Federal Yard, or upon such other tracks, as may be from time to time agreed upon between the parties hereto, and cars of the Burlington Company out-bound from said Alton side tracks, or said Alton Freight Station, shall be placed by the said joint engines and crews on such of said tracks in said Federal Yard or upon such other tracks as may from time to time be agreed upon by the parties hereto. The Terminal Company shall also, if and when re-

quested by the Burlington Company so to do, with its own engines and crews perform such switching service for the Burlington Company in said Federal Yard as the Burlington Company may from time to time request. It is understood and agreed that nothing herein contained shall restrict the right of the Burlington Company to perform the said switching described in this section of its cars with its own engines and crews, if it shall desire so to do and in which event such cars and engines shall not be counted in determining the Burlington Company's proportion of expense referred to in paragraph (d) of Section 1 of Article III.

The Burlington Company shall pay to the Terminal Company for said joint service such proportion of the cost thereof as the number of loaded cars handled for it herein bears to the total number of loaded cars handled by said joint engines and crews.

SECTION 2. The Burlington Company shall make settlements for per diem on foreign cars handled for its account to or from said Alton side tracks or said Alton freight station and shall receive any demurrage or car service charges earned by any cars handled for its account to or from said tracks, such demurrage or car service charges to be collected by the Burlington Company.

ARTICLE V.

The Terminal Company agrees to handle, or cause to be handled, the cars of the Burlington Company to and from said levee tracks, the same as if such cars were the Terminal Company's own cars being handled in joint account with the joint owners of said levee tracks. The Burlington Company's cars from said levee tracks shall be placed by the joint levee track engine handling the same upon the same tracks that the Terminal Company agrees upon with the levee track owners from time to time as the interchange track for the Terminal Company's cars from the said levee tracks (which interchange track shall hereinafter be called the "Levee interchange track"), from which point they shall be moved as promptly as possible by the Terminal Company to tracks in Federal Yard which are a part of the said joint line, or upon such other tracks as may from time to time be agreed upon between the parties hereto. The cars from the Burlington Company to said levee tracks shall be moved by the Terminal Company as promptly as possible from such tracks in Federal Yard which are a part of said joint line, or from such other tracks as may from time to time be agreed upon, to the said levee interchange track.

It is understood and agreed that the Terminal Company shall make monthly settlements with the joint owners (parties to joint switching arrangements covering said levee tracks) for the handling of the cars of the Burlington Company in both directions between said Levee tracks and the said levee interchange track, such cars of the Burlington Company for the purpose of such settlements between the Terminal Company and said levee track owners to be considered as cars of the Terminal Company. The Terminal Company shall in like manner make settlements on account of the cars of the Burlington Company in both directions between the said levee tracks and the said levee interchange track for the maintenance, repair

or renewal of said levee tracks. All the expense described in this second paragraph of Article V to be paid by the Terminal Company, except expense for maintenance, repair or renewal, shall then be divided monthly between the Burlington Company the Terminal Company, except expense for maintenance, repair or renewal, shall then be divided monthly between the Burlington Company and the Terminal Company in the same ratio that the number of loaded cars handled over said levee tracks for the account of the Burlington Company bears to the total number of loaded cars handled thereover for the account of the Burlington Company and the Terminal Company during said month. The said expense for maintenance, repair or renewal to be paid by the Terminal Company shall be included by the Terminal Company in bills to be rendered in accordance with paragraph (d) of Section 1 of Article III hereof, and divided between the parties hereto on basis of said paragraph (d) of said Section 1 of Article III.

It is further understood and agreed between the parties hereto, that in the handling of its cars between said levee interchange track and said levee tracks, the Burlington Company shall assume the same liability as is imposed upon the Terminal Company in connection with the handling of its own cars between said levee interchange track and said levee tracks, as set forth in the present joint switching contract between the owners of said levee tracks, or any subsequent contracts that may be executed by said owners.

The Terminal Company shall make all settlements with the joint owners (parties to the joint switching contract or arrangements covering said levee tracks) for loss, damage or injury occurring in said joint switching service, and paying for the account of the Burlington Company its proportion of any liability for loss, damage or injury to the person or property of others (than the parties hereto), which the Terminal Company is required to assume under said joint switching contract or arrangement with the said joint owners, which Burlington Company's proportion, it is agreed with the parties hereto, shall be determined by the same ratio as the cost of said joint switching service is divided between the parties hereto, during the month in which said loss, damage or injury occurred.

The Burlington Company shall make settlements for per diem on foreign cars handled for its account to or from said levee tracks and shall collect and receive any demurrage or car service charges earned by any cars handled for its account to or from said tracks.

The cars of the Burlington Company moved by the Terminal Company to or from said levee tracks in either direction between said joint Federal Yard tracks (or such other tracks as may be agreed upon from time to time) and said levee interchange track shall be classed and paid for by the Burlington Company same as that described in Article IV hereof.

ARTICLE VI.

On all bills rendered hereunder (except for water taken at Federal Yard while the Burlington Company pays therefor a flat rate of forty (40) cents per engine tank) five per centum (5%) shall be added to cost of material to cover shortage, handling and transportation of materials,

general supervision furnished by other than the ordinary gang foreman, accounting and other elements of expense not capable of exact ascertainment, it being understood and agreed that the Terminal Company shall not charge to joint account hereof the cost of any tools used by gangs employed on facilities jointly used hereby. It is further understood and agreed that the Terminal Company may charge to joint account hereof such proportion of the wages of its Supervisor, Engineer Maintenance of Way, Trainmaster, Superintendent and any Bridge, Building and Signal Foremen engaged in an official capacity and their office forces, as the number of miles of track under their supervision bears to the number of miles of track in the joint account for which bills are rendered, but no percentages shall be added thereto.

ARTICLE VII.

Section 1. The Terminal Company shall make all schedules for the movement of engines and trains over said joint line, which schedules shall, as nearly as may be practicable, accord equality of right, privilege and advantage to trains of the same class operated by each party hereto, and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other party.

§ 2. The Terminal Company shall make rules and regulations for the operation of said joint line (all ordinary signals and rules to conform to the Standard Code as approved by the American Railway Association and as adopted and generally used by the railroads in the United States) which shall have like application to all engines and trains which may be moved over said joint line. The movement of all engines and trains over said joint line shall be under the immediate direction and control of proper officers of the Terminal Company, and the orders of said officers governing said movement shall, as nearly as may be practicable, secure equality of right, privilege and advantage to all trains of the same class.

ARTICLE VIII.

Section 1. If the Burlington Company shall at any time during the term of this agreement desire any additional side, spur, industry, connecting or other track or facilities which do not now exist on said joint line (except industry tracks, team tracks, loading tracks, unloading tracks, stations and river terminals east of said range line numbered nine), it shall give to the Terminal Company notice of such desire, and the Terminal Company shall, within thirty (30) days after receiving such notice, proceed to construct such track or tracks, or provide such facilities, and the Burlington Company shall pay for the use of same an annual sum equal to two per centum (2%) from the date of such construction or provision upon the cost of same, provided they are used jointly by the parties hereto, and shall in addition thereto pay its share of the cost of taxes and assessments and of maintenance and operation thereof, which share shall be determined as provided in paragraph (c) and (d) of Section 1 of Article III hereof.

It is expressly understood and agreed that should the new track or tracks or other facilities which may be constructed from time to time

upon the request of the Burlington Company as provided in Section 1 of this Article VIII, be for the exclusive use and sole benefit of the Burlington Company, and the Terminal Company or its tenants should not make use of said track, or tracks, or other facilities, then in that event the Burlington Company shall pay to the Terminal Company as rental a sum equal to five per centum (5%) per annum upon the total cost of construction of such track, or tracks or other facilities, and, in addition thereto, the Burlington Company shall pay the total cost of maintenance, operation, repair or renewal together with the total cost of all taxes and assessments that be properly levied against said track, tracks or other facilities.

§ 2. If the Burlington Company shall at any time during the term of this agreement desire to use any existing tracks in said Federal Yard in addition to those shown in red on said plat as a part of said joint line, it shall have the right to do so, and shall pay to the Terminal Company for the use of same an annual sum equal to two per centum (2%) upon the value of same from the date of such use, and shall, in addition thereto, pay its share of the taxes and assessments thereon and cost of maintenance and operation thereof, which amount shall be determined as provided in paragraphs (c) and (d) of Section 1 of Article III hereof.

§ 3. It is further understood and agreed that if the Burlington Company shall at any time during the term of this agreement desire to use the passenger station of the Terminal Company at said Alton, it shall have the right to do so and shall pay to the Terminal Company for the use of same an annual sum equal to two per centum (2%) upon the value of same from the date of such use (from which date said passenger station shall be considered a part of said joint line), and shall in addition thereto pay its share of the taxes and assessments thereon as provided in paragraph (c) of Section 1 of Article III, hereof, and its share of the cost of maintenance and operation of same and of insuring same against damage or loss by fire, which shall bear the same ratio to the whole amount expended for such purpose as the number of tickets sold for the Burlington Company shall bear to the total number of tickets sold for all companies using said passenger station. The Burlington Company, at any time on sixty (60) days notice to the Terminal Company, shall have the right to discontinue the use of said passenger station, and for such time as it makes no use of said station the Burlington Company shall not be required to make any payments to the Terminal Company as in this Section 3 of Article VIII provided.

ARTICLE IX.

Section 1. All persons engaged in the maintenance, repair, renewal, operation or protection of said joint line (and the aforesaid connections at North Wood River, if the performance of such services in respect thereto devolved upon the Terminal Company), including those engaged in the performance of the joint switching service mentioned in Article IV and last paragraph of Article V hereof (but not including employes engaged in the maintenance, repair, renewal or operation of the water plant at Federal Yard while the Burlington Company is taking therefrom only an

occasional engine tank of water as described in paragraph (f) of Section 1 of Article III hereof), shall as respects liability for loss, damage, injury or death be deemed the joint employes of the parties hereto.

If any persons are engaged partly in such maintenance, repair, renewal, operation or protection, and partly in service not connected therewith, then and in that case they shall be regarded as joint employes only while occupied in the joint use and for the joint benefit of the parties hereto.

Enginemen and trainmen of each party engaged solely in its own service shall not be considered joint employes hereunder.

§ 2. Each party hereto shall bear and pay for:

All loss, damage, injury or death sustained by any person or persons whomsoever (including both parties hereto and their employes) which is caused wholly by the negligence or willful acts of its sole employes, or by any defect in or failure of its engines or cars.

§ 3. Each party hereto shall bear and pay for:

All loss or damage to its own property; property in its custody; property of its employes; property of its passenger and other persons on its trains,—injury to, or death of its employes; its passengers and other persons on its trains;—loss, damage, injury or death not in this section specifically mentioned, sustained by itself, its employes, its passengers and other persons on its trains and the owners of property in its custody.—

When such loss, damage, injury or death is caused by or results from:

(a) any defect or imperfection in said joint line, or any part thereof.
(b) unknown causes.
(c) the negligence or willful act of a joint employe.
(d) the concurrent negligence or willful acts of a joint employe and a sole employe of either or both parties.
(e) the concurrent negligence or willful acts of the sole employes of both parties.
(f) negligence or willful acts of third persons.
(g) negligence or willful acts when the responsibility therefor cannot be determined.
(h) an Act of God or inevitable accident.

§ 4. Each party hereto shall bear and pay for:

All loss or damage to property of joint employes; property of third persons—injury to or death of joint employes or of third persons—when such loss, damage, injury or death is caused by or results from the concurrent negligence or willful acts of a joint employe and its sole employe.

§ 5. All loss, damage, injury or death, liability for which is not herein otherwise provided for, shall be borne and paid for by the parties hereto on the basis provided in paragraph (d) of Section 1 of Article III; the intention being that this Section 5 shall cover all loss, damage, injury or death not mentioned in Section 3 hereof (except as provided in Section 4 hereof) due to any of the causes classified therein.

§ 6. If either party hereto shall pay or be compelled to pay any sum or sums for which the other party is liable under the terms of this

agreement, such other party agrees to re-pay to it, such sum or sums, together with all costs and expenses incident thereto, promptly upon receipt of bills therefor; provided, however, that neither party shall pay any such sum or sums without giving to the other party an opportunity to assume the payment or defend against the payment thereof.

In case a suit or suits shall be commenced against either party hereto, for or on account of any loss, damage, injury or death for which the other party is liable under the terms of this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon such other party shall assume the defense of such suit and shall save and hold the party so sued harmless from all loss, cost and expense by reason thereof.

Neither party shall be concluded by any judgment against the other unless it had reasonable notice that it was required to defend, and had reasonable opportunity to make such a defense. When such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

ARTICLE X.

Section 1. If at any time a question shall arise touching the constructions of any part of this agreement, or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question the parties hereto cannot agree, such question shall be submitted to the arbitrament of three disinterested persons, to be chosen, one by the Burlington Company, one by the Terminal Company, and the other by the two so chosen. The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after such notice shall have been given to it by the other party, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and on behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators so chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as afore said, such third arbitrator may be appointed, upon ten (10) days' written notice by either party hereto to the other party hereto of its intention to make application therefor, by any judge of the District or Circuit Court of the United States for the district which shall then include the City of Alton, Illinois. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the question or questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon

the question or questions so submitted to them and shall serve a copy of such award upon each party hereto; and the award of such arbitrators, or of a majority of them, shall be final and binding upon both parties, and each or either party shall immediately make such changes in the conduct of its business, or such payments or restitution, as the case may be, as in and by such award may be required of them respectively. The books and papers of both parties relating to matters submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitration. Until the arbitrators shall make their award upon any question submitted to them, the business, settlement and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

§ 2. All notices to be given by either party to the other under or by reason of this agreement, shall be subscribed by the President, Vice President or General Manager of the notifying party and be served upon the President, Vice President or General Manager for the time being of the other party.

ARTICLE XI.

This agreement shall take effect on the date hereof, and shall remain in force and effect until June 1, 1931, and so long thereafter subject to one year's written notice on the part of either party of their determination to cancel the same.

ARTICLE XII.

This agreement shall extend to and be binding upon the respective lessees, successors and assigns of each of the parties hereto, and shall run with the property.

The Burlington Company hereby agrees that it will not assign, transfer or underlet the rights and privileges hereby granted nor any of them, without the consent in writing of the Terminal Company, first had and obtained. This agreement is, and is intended, to be obligatory and binding upon the successors and assigns of the respective parties hereto.

In Witness Whereof, each of the parties hereto has caused this agreement to be signed by its proper officers, and its corporate seal to be hereto affixed attested by its Secretary or Assistant Secretary, the day and year first above written, in duplicate.

Illinois Terminal Railroad Company,

[SEAL] *By* H. H. FERGUSON, *Vice Pres't.*

Attest:

HENRY S. BAKER, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN, *Pt.*

Attest:

H. W. WEISS, *Assistant Secretary.*

Form approved:

C. M. DAWES, *General Counsel.*

AGREEMENT August 1, 1906. Missouri and Illinois Bridge and Belt Railroad Company and Chicago, Burlington & Quincy Railroad Company Trackage and Bridge rights West Alton, Missouri to East Alton, Illinois, 2.69 miles.

This Agreement, made this first day of August, A. D. 1906, by and between the Missouri and Illinois Bridge and Belt Railroad Company, party of the first part, and the Chicago, Burlington and Quincy Railway Company, party of the second part,

Witnesseth—

Whereas, the party of the first part is the owner of and operating a certain railroad bridge across the Mississippi River, at the City of Alton, Madison County, Illinois, commonly known as the "Alton Bridge," together with approaches thereto: and

Whereas, the party of the second part desires to use said bridge and the approaches hereinafter described for the running of its trains across the same, as hereinafter specified;

Now Therefore, in consideration of the premises, it is mutually agreed by and between the parties hereto as follows:

1. In consideration of the payments to be made to the party of the first part by the second party, as hereinafter provided, and the performance of the other undertakings herein contained, and to be performed by said second party, the party of the first part hereby grants to said second party the right in common with itself and such other companies as it may hereafter authorize to use said bridge, to run its trains for the handling of the traffic hereinafter specified, over said bridge and approaches in both directions, for the term and upon the terms and conditions herein set forth.

2. The approaches herein mentioned shall include only such approaches as may be necessary to reach said bridge from a connection with the tracks of the second party on the west side of the Mississippi River, to a connection with the tracks of the Chicago and Alton Railroad Company on the east side of said River.

3. The right herein granted shall not embrace the handling or transportation of any traffic over said bridge or approaches except such traffic from the south or west as originates beyond West Alton, and is destined to points beyond the City of Alton, and which is not routed via lines connecting at or near Alton with the party of the first part; and such traffic from the east side of the Mississippi River as is received in the trains of the party of the second part beyond Alton, and from railroads other than those connecting at or near Alton with the party of the first part. It being expressly understood that the party of the first part reserves the right to continue the transfer of business of other lines across said bridge, and to handle all interchange business between railroads terminating at or near Alton, as well as local business between the City of Alton aforesaid; and what is known as West Alton, in the State of Missouri; and the party of the second part will deliver to the first party at West Alton for transportation over said bridge and approaches to the east side of the river, all interchange traffic with lines connecting

at Alton, and will receive from the party of the first part at West Alton all interchange traffic with lines connecting at Alton as aforesaid, destined across said bridge to the Missouri side, and over the line of the party of the second part; and if the second party shall for any reason haul over said bridge, in either direction, any traffic which it is not herein authorized to so handle, it shall pay therefor to the first party as hereinafter provided.

4. Nothing herein contained shall be construed as entitling the party of the second part to use said bridge or approaches for switching, standing cars upon, or making up trains, the sole purpose of this agreement being to secure to said second party the right to run its trains across said bridge and approaches for the handling of the traffic herein mentioned.

5. The schedule of time for the running of the trains of the party of the second part may be fixed by its Superintendent, from time to time, who shall give reasonable notice of any contemplated change thereof to the Superintendent of the first party; and in the arrangement of time tables, trains of the party of the first part shall have precedence over trains of the party of the second part of the same or lower class; but all trains of the second party shall otherwise while running on said bridge or approaches, be treated by the first party in all respects, as similar trains of its own or other companies are treated; and all employes of the party of the second part while running over said bridge and approaches shall be subject to and governed by the rules and regulations of the first party.

6. The party of the first part will keep said bridge and approaches in repair at its own expense, *Provided,* that the cost of repairs made necessary by the negligence of the party of the second part shall be borne by said second party, and *Provided Further* that in case the first party on account of inability to procure materials or other cause shall fail to make any repairs agreed to be necessary within a reasonable time after notice from the second party so to do, the second party may make such repairs and the first party shall reimburse it therefor.

7. The right herein granted the second party shall begin on the date hereof, and continue for the term of ten (10) years thereafter; *Provided,* that the right is reserved to either party to determine this agreement by one (1) year's written notice to the other, to be given any time after two (2) years from the date hereof; and *Provided Further,* that the rights herein granted may be terminated at any time in case of default by the party of the second part in the performance of any of its undertakings, as hereinafter stated.

8. As an inducement and consideration for the right herein granted, the party of the second part agrees and undertakes as follows:

First: That its charges for transportation over said bridge and approaches, including all cars, empty as well as loaded, shall in all cases be the same charge and toll fixed by the party of the first part, and in force at the time such traffic passes over said bridge, and that it will under no circumstances deviate from said bridge toll or charges fixed and in force as aforesaid, during the continuance of this agreement;

Provided, that the said tolls or charges so fixed by the party of the first part shall not at any time exceed the bridge tolls and charges in force between East St. Louis, Illinois, and St. Louis, Missouri.

Second: That it will pay over to the party of the first part on or before the tenth day of each month, the amount of all such bridge tolls and charges for the preceding month; *Provided,* that in consideration that the party of the second part will furnish its own motive power and train service for the running of the trains and handling of the business herein authorized, over the said bridge and approaches, the party of the first part will allow it twenty-five per cent (25%) of the amount of said fixed tolls and charges for such service; *Provided Further,* however, that the net amount to be paid to and retained by the party of the first part for the right herein granted, shall not be less than Twenty-five Thousand Dollars ($25,000) for any one year, unless said bridge shall, from accident, damage or defect, (not caused by negligence of the second party or its employes), be out of use, and by reason thereof the tolls for said year do not amount to Twenty-five Thousand Dollars ($25,000.00), in which event a proportionate deduction and allowance shall be made to said second party; and *Provided Further,* that should the party of the second part, for any reason, haul over said bridge or approaches, in either direction, any of the traffic which it is not herein authorized to so handle, it shall pay to the party of the first part, the full tariff therefor, without deductions on any account whatever, the same as if the traffic had been handled by the party of the first part.

Third: The party of the second part assumes all risk of loss or damage on account of delay or injury to its traffic, trains, engines or cars, employes and persons and property in its charge, or upon its trains, resulting directly or indirectly from any defect in said bridge or approaches, or any of the appurtenances thereunto belonging, and from the negligence of any employe or employes engaged in the handling of the draw, or any interlocking appliance, switch or signal, or otherwise, in or about the operation of said bridge and approaches; and agrees to indemnify and save harmless the party of the first part against all claims or suits on account thereof, but said second party shall have the right to require the discharge of any such employe of the first party for good cause, upon reasonable notice to the first party.

9. Each party hereto shall be liable to all third parties, as well as to each other, for all injuries and damages done by the running of its trains, or by the misconduct, carelessness or neglect of its own employes engaged in the operation of its trains; and in case of collision between the trains of the two parties, the one in fault shall sustain and pay all damages, and in case both or neither are at fault, each party shall bear the loss and damage resulting to its own engines, cars or trains and employes, persons and property in its charge, or upon the same.

10. In case the party of the second part shall fail or refuse to make any of the payments herein provided for, or to perform any of the other undertakings herein contained on its part to be performed, within the time and as herein provided, and such default shall continue for a

period of ten (10) days after written request from the party of the first part to perform the same, the first party may at its option terminate the rights of said second part hereunder, but such determination of said second party's rights shall not release it from any indebtedness it may be owing the party of the first part under this agreement.

11. Nothing herein contained shall prevent the party of the first part from granting to other companies the right to run their trains, engines and cars over said bridge and approaches in common with itself and the said party of the second part, upon such terms and conditions as to said first party may appear proper, *Provided*, that the same shall not deprive the party of the second part of any of the rights herein conferred upon it.

12. The right herein granted to the party of the second part shall not be assignable, either in whole or in part except upon the previous written consent thereto of the party of the first part; but the obligations of this contract shall be binding upon, and its benefits shall inure to, the Chicago, Burlington & Quincy Railroad Company, lessor of the party of the second part.

In Witness Whereof, said parties have executed this agreement in duplicate, attested by their respective corporate seals the day and year first above written.

Missouri and Illinois Bridge and Belt Railroad Company,
[SEAL] *By* A. J. DAVIDSON, *President.*
Attest:
G. L. BALL, *Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS, *President.*
Attest:
H. W. WEISS, *Asst. Secretary.*

Approved as to form:
C. N. TRAVONS
for M. & I. B. & B. R. R. Co.

Form approved:
C. M. DAWES

SUPPLEMENTAL AGREEMENT February 1, 1913 Missouri and Illinois Bridge and Belt Railroad Company and Chicago, Burlington & Quincy Railroad Company. Trackage and bridge rights West Alton, Missouri to East Alton, Illinois, 2.69 miles.

This Agreement, made and entered into this first day of February, A. D. 1913, by and between the Missouri & Illinois Bridge & Belt Railroad Company, a corporation organized and existing under the laws of the State of Missouri, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part..

Witnesseth

Whereas, by an agreement dated the first day of August, A. D. 1906, the Missouri & Illinois Bridge & Belt Railroad Company, party of the first part, granted to the Chicago, Burlington & Quincy Railway Company,

predecessor of the Chicago, Burlington & Quincy Railroad Company, party of the second part, the right, in common with itself and such other companies as it might thereafter authorize to use its bridge and approaches, to run its trains over said bridge and approaches in both directions, restricting such use to certain traffic, and for a consideration and term, in such agreement more particularly set out and described, which said agreement is hereby referred to for more particular description; and

Whereas, it is the desire of the parties hereto that the consideration of said agreement be modified and the term of the same extended;

Now Therefore, in consideration of the premises it is mutually agreed by and between the parties hereto as follows:

I. That the right to use said bridge and approaches as granted to said second party under said agreement be extended for the full term and period of ten (10) years from and after the first day of August, A. D. 1916, and to continue thereafter until either party gives one year's written notice to the other of its intention to terminate said agreement.

II. The party of the second part hereby agrees to use said bridge for the term and in the manner as provided herein, anything contained in said contract dated August 1st, 1906, notwithstanding.

III. The party of the second part agrees and undertakes to pay said party of the first part in lieu of the compensation provided for in Section 8, paragraph "Second" of said agreement dated the first day of August A. D. 1906, for the right to run its trains over said bridge and approaches, for the purpose of handling through traffic, as provided in Section 3 of said agreement, the sum of One Hundred Thousand Dollars ($100,000.00) per annum, payable in monthly installments, on or before the tenth (10th) day of each month, said rental to take effect from and after February first, A. D. 1913; *Provided,* however, that the party of the first part agrees at any time on six (6) month's notice in writing from the party of the second part, without expense to said second party, to re-arrange the existing tracks on said bridge by laying a single track along the center thereof, so as to permit the passage of locomotives having a total weight of not less than two hundred and thirty-five thousand (235,000) pounds on drivers, and will upon like notice at any time thereafter lay a second track over said bridge in the form of a gauntlet with said first mentioned track, so as to connect with and complete a double track across said bridge and approaches thereto, and protect the operation of trains across said bridge and upon the approaches, by the construction, maintenance and operation of an interlocking apparatus sufficient for the purpose, all without expense to the party of the second part.

IV. It is understood and agreed that nothing in this contract contained shall be construed to in any way change, alter, modify or waive any of the terms, conditions, stipulations or covenants between the parties hereto as contained in the aforesaid agreement dated the first day of August, A. D. 1906, not inconsistent with the rights hereby granted; it being understood that Section 8, Paragraph "First" thereof with reference to fixing and maintenance of charges and tolls across said bridge is hereby cancelled.

And it is further understood that if said bridge or approaches shall, from accident, damage or defect (not caused by the negligence of the

second party or its employes) be out of use, a proportionate deduction of the rental shall be made for the time said bridge or approaches may be out of use.

V. This agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed in duplicate by their respective officers and agents thereunto duly authorized, and their respective corporate seals to be hereto affixed, the day and year first hereinbefore written.

Missouri & Illinois Bridge & Belt Railroad Company,
[SEAL] *By* HENRY MILLER, *President.*
Attest:
W. F. BENDER, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* D. MILLER, *President.*
Attest:
H. W. WEISS, *Asst. Secretary.*

SUPPLEMENTAL AGREEMENT August 1, 1926 Missouri and Illinois Bridge and Belt Railroad Company and Chicago, Burlington & Quincy Railroad Company. Trackage and bridge rights West Alton Missouri to East Alton, Illinois, 2.69 miles.

This Agreement made and entered into on this the first day of August, A. D. 1926, by and between the Missouri and Illinois Bridge and Belt Railroad Company, hereinafter called "Bridge Company," a corporation, and the Chicago, Burlington and Quincy Railroad Company, hereinafter called "Railroad Company," a corporation, *Witnesseth*:

In consideration of the sum of One Dollar by each of the parties hereto paid to the other, the receipt whereof is hereby acknowledged, and for other valuable considerations granted by each, it is mutually agreed as follows:

That the Agreement between the parties hereto, or their predecessors, dated August 1st, 1906, for the use of the "Alton Bridge" and the Supplemental Agreement thereto dated February 1st, 1913, be, and the same are hereby continued in full force and effect, except as amended by this Agreement in the following particulars:

First: That the right to use said bridge and approaches as granted shall be and is hereby extended for the full term and period of five (5) years from August 1st, 1926, and to continue thereafter until either party hereto shall give to the other six (6) months written notice of its intention to cancel all of said Agreements at a specified date.

Second: The Railroad Company hereby agrees to pay to the Bridge Company for the right to use said bridge and approaches for the full term of said extended period herein specified, the sum of One Hundred and Thirty-Five Thousand Dollars ($135,000.00) per annum, payable in monthly installments of Eleven Thousand, Two Hundred and Fifty Dollars ($11,250.00) each month, to be paid on or before the tenth day of each succeeding month at the office of the Bridge Company, such payments when made to be in full compensation for the use of said bridge and

approaches by the Railroad Company, including the right to run its trains for the handling of through and local traffic, and also, the local traffic handled for it in the trains of the Bridge Company between Alton and West Alton over said bridge and approaches.

Third: All provisions and conditions in the former Agreements mentioned not in conflict with or inconsistent to this Supplemental Agreement are hereby continued in full force and effect for the period of this extension.

In Witness Whereof, the parties hereto have caused this extension agreement to be executed by their proper officers, duly authorized thereto, and their respective corporate seals to be affixed, the day and year first mentioned.

Missouri & Illinois Bridge & Belt Railroad Co.

[SEAL] *By* HENRY MILLER, *President.*

Attest:

W. F. BENDER, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* C. E. BURNHAM, *Executive Vice President.*

Attest:

E. J. ALDEN, *Assistant Secretary.*

Form O. K.

THOS. J. LAWLESS

AGREEMENT, December 15, 1884, Chicago and North Western Railway Company and Chicago, Burlington & Quincy Railroad Company. Use of bridge and tracks at Clinton, Iowa, 0.98 miles.

This Agreement, made this fifteenth day of December, A. D. 1884, by and between the Chicago and Northwestern Railway Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part, both corporations of the State of Illinois,

Witnesseth:

The first party owns and operates a railroad bridge across the Mississippi River near Clinton, Iowa, with approaches to the same upon each end, and lines of railroad connecting with said bridge, extending from Chicago to Clinton and Council Bluffs, and other places in several states and territories,

The second party owns and operates a line of railroad extending from Chicago to a connection with the first party's lines of railroad near the east end of the approaches of said bridge, and desires to cross said bridge with its own trains of locomotive engines and freight and passenger cars, to the City of Clinton, aforesaid, and to a connection with the railroad lines of the Chicago, Milwaukee and St. Paul Railway Company, in said City.

Now Therefore, in consideration of the rentals to be paid by said second party, as hereinafter set forth, and the covenants herein contained on its part to be kept and performed, the said first party does hereby lease and demise unto the said second party, the right to use the said railroad bridge and its approaches, with all tracks and other appurtenances, extending from the present connection of the lines of said parties, on the east side of said Mississippi River, near the west line of Section four (4) Town, twenty-one (21) north of Range three (3) East, across and including said bridge, to

a point on the west side of said river in the City of Clinton, aforesaid, where the main track of the said Chicago, Milwaukee and St. Paul Railway Company's line crosses the main track of the said first party hereto, for the purpose of running and operating the trains of said second party thereon, jointly with the trains of said first party, under the terms and conditions hereinafter set forth.

Second. The said second party hereby covenants and agrees, in consideration of such lease, to pay to said first party, as rental for the use of the property herein and hereby leased, yearly and every year during the continuance hereof, the sum of twenty thousand dollars, ($20,000.00) to be paid quarterly, on the first days of January, April, July and October in each year. And also, within thirty (30) days after they are paid by the first party, one-half of all taxes lawfully assessed against said bridge and appurtenances.

Third. The said first party further covenants and agrees that it will maintain and keep in good repair the bridge and other property, the joint use of which is hereby leased, so that the same shall be in condition for use by said second party under the terms and during the continuance hereof. All repairs and replacements shall be done by, and be under the sole direction of the officers and agents of said first party.

Fourth. The said second party further covenants and agrees to pay to said first party one-fourth part of all sums expended by it for the operation, repair, and maintenance of the said property leased hereby.

Accounts for the amount so expended for the preceding month shall be presented to the said second party on or before the fifteenth day of each month, during the continuance hereof, and the said one-fourth part thereof shall be paid by said second party as herein agreed, on or before the twenty-fifth day of the same month in which the account is presented. It is, however, expressly agreed that the repairs and maintenance, described in this and in the fifth paragraph hereof, are repairs and maintenance of a bridge structure in all essential respects like that existing at the date of this agreement.

If said first party should replace that by a more expensive bridge structure, the second party shall not be required to contribute any portion of the additional expense caused by such change.

Fifth. It is mutually covenanted and agreed by and between the parties hereto that each of them shall and will keep a true account of the number of wheels run by it over the property hereby leased during each month this agreement shall continue in force, and at the end of each of said months each of said parties will deliver to the other a true statement, in writing, of the number of wheels so run by it during the preceding month.

If for any such month it shall be found from such statements that the whole number of wheels so run by said second party is more than one-fourth part of the whole number of wheels run by both parties, then and in that event, the said second party shall pay to the first party, for that month, such proportion of the sums paid for operating, repairing and maintaining the wheels so run by it bears to the whole number of wheels run over said property during such month. Provided, however, that the amount to be paid under the fourth paragraph hereof shall be deducted from the amount found

due under this paragraph. The amount so found due said first party shall be paid at the times provided in the fourth paragraph hereof.

It being understood and agreed that in counting the number of wheels run over the bridge, each car shall be counted as eight wheels, and each locomotive as sixteen wheels, and reports and calculations for division of cost of operating and maintaining the bridge may be taken by count of cars and engines.

Sixth. The said second party further covenants and agrees that at all times during the continuance hereof, upon receiving written notice of the tariff rates established by said party of the first part for the transportation of persons or property between the said City of Clinton and all places on its present lines, and all places east of Chicago, it will adopt and apply the rates named in such notice, to all transportation business between such places done over its lines or any portion of them. Provided, however, that the said tariff rates so established shall not exceed the current rates at the same time between the same places actually charged by the said first party, or by other railroad companies participating in the traffic.

Seventh. It is further mutually covenanted and agreed by and between the parties hereto, that the movement of all trains of the party of the second part upon the property hereby leased, shall be under the immediate direction of the superintendent or other designated officer of the first party hereto. All rules and regulations for the movement of such trains shall be reasonably brought to the notice of the second party, and shall be reasonable and just, without unfair preference or discrimination in favor of said first party.

Passenger and freight trains of said first party shall have preference over similar trains of the second party, but passenger trains of the second party shall have preference over freight trains of the first party.

Eighth. It is further expressly understood and agreed, by and between the parties hereto, that any failure on the part of the second party to do or perform the several covenants and agreements herein contained, on its part to be done and performed, or any or either of them,—if such default shall continue for thirty days after the receipt by it of notice from said first party that any such failure has occurred,—shall, at the election of said first party, cause a forfeiture of all the interest in or rights under this agreement by said second party, and the same shall from thenceforth be determined and at an end; and the said first party is hereby expressly authorized to remove the switches by which the railroad tracks of said second party are connected with the railroad tracks of the first party leading to said bridge.

Ninth. It is further mutually covenanted and agreed by and between the parties hereto that said second party hereby expressly assumes the risk of all delays to its trains, or other damages caused by any break in said bridge or its approaches, or other interruptions of train movement, and of damages to its own property while using the property hereby leased, or to persons and property caused by its use thereof; and all liabilities to other persons or corporations caused thereby,—except in case of collision of the

trains as provided herein. But it is expressly understood and agreed that, excepting those caused by collision, all damages to the property leased hereby, and all liability for damages to employes engaged in the operation or maintenance thereof, caused by either of said parties, shall be taken and held to be part of the expense of operating and maintaining said leased property; to be paid by each party in the proportions herein provided for other expenses of operation and maintenance. If any suit at law or equity shall be commenced against said first party to recover for any damages for which said second party is liable under the provisions of this agreement, said party of the first part may notify said second party thereof. Thereafter, said second party shall conduct the defense of such suit or suits at its own expense, and said second party hereby expressly agrees to indemnify and save harmless said first party from all damages, costs, and expenses on account thereof. In all cases where damages are caused by collision between the trains of the two companies, the party whose men or whose trains are in fault shall be responsible to the other for all the damages done or resulting from the collision, and in case the proper officers of the two companies cannot agree and settle the question as to whose trains or men were in fault, or the amount of damage done by such collision, then all such questions shall be referred to and settled by arbitrators, in the manner provided in the tenth paragraph hereof, whose decision or award shall be binding upon both parties.

Tenth. It is mutually covenanted and agreed that all matters of difference which may arise under this contract, either as to its construction, or as to any violation of duty under it, if such matters of difference cannot be amicably adjusted by the general managers of the parties hereto, may be submitted by either party to two disinterested persons as arbitrators, one of whom shall be selected by each party on fifteen days written notice by the party desiring the arbitration, of its intention so to refer. If at the expiration of the said fifteen days, the party notified has not selected its referee, then the party giving the notice may select both referees, and the two so chosen by either method may, in case they cannot agree, select a third, and their award, or the award of a majority of them, after reasonable notice to the parties of the time and place of hearing, shall be final and binding on both of the parties hereto in the matters so referred, and they expressly agree to abide thereby.

Eleventh. This agreement shall take effect on the first day of January A. D. 1885, and continue in force for twenty years thereafter. It is, however, expressly agreed that either party may terminate the agreement by giving to the other written notice that it desires to so terminate the same on a day and year to be named in said notice, but such notice must be served upon such party at least two full years before the day named in such notice for the termination hereof.

In Witness Whereof, the said parties of the first and second parts have caused these presents to be signed by their respective presidents, and attested, the first party by its assistant secretary, and the second party by its assistant secretary, and their corporate seals to be hereto affixed, the day and year first above written.

Chicago and Northwestern Railway Company,
By ALBERT KEEP,
President.

[SEAL]

Attest:
J. D. REDFIELD,
Assistant Secretary.

Chicago, Burlington and Quincy Railroad Company,
By CHARLES E. PERKINS,
President.

Attest:
H. W. WEISS,
Assistant Secretary.

SUPPLEMENTAL AGREEMENT, January 12, 1885, Chicago & North Western Railway Company and Chicago Burlington & Quincy Railroad Company. Use of bridge and tracks at Clinton, Iowa, 0.98 miles.

This Agreement, made and entered into this 12th day of January, A. D. 1885, between the Chicago & Northwestern Railway Company, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, party of the second part,

Witnesseth.

Whereas, the parties hereto have heretofore entered into an agreement, bearing date the fifteenth day of December, 1884, relating to the use of certain tracks of the party of the first part upon the bridge crossing the Mississippi River at Clinton, Iowa,

And Whereas, the party of the second part hereto is about to enter into an agreement with the Chicago, Milwaukee & St. Paul Railway Company for the use of a certain portion of its track in the said City of Clinton,

And Whereas, it is necessary to the carrying out of the said two several agreements, that the party of the second part should be permitted to put in a track connecting the track of the party of the first part with the track of the Chicago, Milwaukee & St. Paul Ry. Company,

And Whereas, the tracing hereto attached, and identified by the signatures of the Presidents of the Respective parties hereto, correctly shows by the red lines thereon the said proposed connecting track. The green lines on said map represent the tracks of the party of the first part, and the blue lines, the track of the said Chicago, Milwaukee & St. Paul Railway Company.

Now, Therefore, in consideration of the mutual and dependent covenant of the parties hereto, each with the other entered into, the said parties have agreed, and do agree as follows: to-wit The said party of the first part agrees to put in the necessary switch and frog at the point in its track designated by the letter "C" on said map, and hereby demises and leases to the said second party the right to lay down, maintain and operate the said connecting track from the said point marked "C," to a connection with the track of the Chicago, Milwaukee & St. Paul Railway Company, at or near a point marked "A" on said map, so long as the said party of the second part shall have the right to the use of the tracks of the said party of the first part upon the said Mississippi River Bridge under and by virtue

of the contract first herein mentioned, and no longer. And the party of the second part agrees that it will promptly pay to the party of the first part the cost of constructing such switch and frog, and that it will pay the cost of the repairs and maintenance of said switch and frog during the continuance of this lease. Bills for the cost of the repairs and maintenance of such switch and frog shall be rendered and paid at the times and in the manner provided in the said agreement, of December fifteenth, 1884, for the payment of the cost of maintenance and repairs of the tracks and structures therein described.

In Witness Whereof, the said parties of the first and second parts have caused these presents to be signed by their respective Presidents, attested by their respective Secretaries or Assistant Secretaries, and their corporate seals to be hereto affixed the day and year first above written.

Chicago & Northwestern Railway Company,

[SEAL] *By* ALBERT KEEP,

Attest: *President.*

J. D. REDFIELD,

Assistant Secretary.

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* CHARLES E. PERKINS,

Attest: *President.*

H. W. WEISS,

Assistant Secretary.

Approved as to form:

WIRT DEXTER.

AGREEMENT—May 31, 1869. The Chicago and North Western Railway Company and The Rockford Rock Island and St. Louis Railroad Company. Trackage rights Sterling to Agnew, Illinois, 4.62 miles.

This Indenture, made this thirty-first day of May A. D. 1869 by and between The Rockford Rock Island and St. Louis Rail Road Company of the first part and The Chicago and North Western Railway Company of the second part; both corporations of the State of Illinois *Witnesseth:*

The party of the first part desire to construct a railway from Sterling Illinois Westerly along the line of the railway of the party of the second part about five miles to the point of junction of its railway with the railway of the party of the second part, placing the same upon the premises of the party of the second part constituting its right of way.

Now therefore the said party of the first part in consideration of the premises and of the covenants and conditions herein contained on the part of the party of the second part to be performed, does hereby covenant and agree to and with the said party of the second part that they will immediately upon the execution hereof commence the construction of a railway from the point of junction aforesaid to the passenger depot of the party of the second part in the said town of Sterling locating the same upon the premises of the party of the second part in accordance with the directions of its Chief Engineer; that the same shall be constructed of good material finished in a good substantial and workmanlike manner with grades, roadbed culverts and embankments in all respects in accordance with the plans and

specifications of the Engineer aforesaid and shall be completed as soon as practicable after the same shall be commenced.

And the said party of the second part in consideration of the covenants and agreements herein contained on the part of the party of the first part to be performed hereby covenants and agrees to and with the said party of the first part that it may enter upon and take possession of so much of the depot grounds and right of way of the party of the first part at Sterling and between that place and the point of junction aforesaid as may be necessary for the construction of the railway hereinbefore described between the points above named; that upon the completion of such railway the said party of the first part shall have at all times hereafter the use jointly with the party of the second part as well of the railway so by it constructed in accordance with the terms hereof as of the railway track of the party of the second part between the said points for the purpose of running its trains and transacting its general business as a common carrier by railroad. It being the intention of the parties hereto, that the said two tracks shall be used by each of the parties hereto as a double track railway for the transaction of the business of each between the points aforesaid. Also that the said party of the second part shall at all times hereafter keep up and maintain the said two tracks with their roadbed superstructure and fences in as good condition as it shall keep up and maintain the tracks, roadbed superstructure and fences immediately contiguous thereto upon either end.

It is mutually covenanted and agreed between the parties hereto that the time, manner and rate of speed of running all trains of both parties hereto upon the two tracks above named, shall after mutual conference be established from time to time by the General Superintendent of the party of the second part and so as to give to both parties all the trains required by each and and that all trains of the party of the first part upon such double tracks shall be run strictly in accordance therewith. That each of the parties hereto shall keep an accurate account of the number of cars passenger and freight and locomotive engines each shall run over the said two tracks and that the said party of the first part shall as often as requested pay to the said party of the second part such a proportion of the whole expense of keeping up and maintaining the said two tracks with superstructure, roadbed and fences as the number of cars and engines run by it over such double tracks, shall be to the number of such cars and engines run over said tracks by the party of the second part, it being the intention of the parties hereto to divide the whole expense of repairs and maintenance between them in such proportion to the use of the tracks by each.

It is further mutually covenanted and agreed by and between the parties that neither party shall be held responsible for any loss or damage suffered, inflicted or caused by the other to either persons or property while upon the said double tracks or either of them and that each party shall be liable for any loss or damage to either persons or property caused or suffered in any manner by its own use of such tracks or from its own cars or engines.

And each of the said parties hereby covenants and agrees to forever indemnify and keep harmless the other party from and against claims, demands, judgments, suits costs or attorney fees that may be brought or

had against it on account of the use of said tracks with its cars and engines by the other party hereto.

It is further understood and agreed that the said party of the first part shall have the right to the joint use, with the party of the second part of the passenger depot at Sterling for doing its passenger business, paying while it shall so use the same one-half of the expenses thereof, including ticket agent and telegraphic operator. It being necessary for the adequate protection of persons and property travelling or carried upon or used in operating the said double tracks, that all persons employed thereon should, so far as practicable, be subject to one control, it is further mutually covenanted and agreed between the parties hereto that no persons shall be employed upon said double tracks by the party of the first part, after notice shall be given it by the General Superintendent of the party of the second part, that such person or persons are not suitable or proper persons for such employment; but each of the said parties shall be liable for the acts or omissions of its own agents, servants and employees.

In Witness whereof the said parties hereto have caused these presents to be executed by their respective Presidents and Secretaries and their respective corporate seals to be attached hereto, the day and year first above written.

The Rockford Rock Island & St. Louis Railroad Company
[SEAL] *By* GEO. GREENE,
President.

B. C. COBLENTZ
Secretary.

The Chicago & Northwestern Railroad Co.
[SEAL] *By* H. R. PIERSON,
Attest: *V. P.*

J. B. REDFIELD,
Assistant Secretary.

The words "*after mutual conference*" and "*so as to give to both parties all the trains required by each*" on second page interlined before execution and delivery.

AGREEMENT, May 29, 1902. Chicago, Milwaukee and St. Paul Railway Company, Chicago, Burlington & Quincy Railroad Company and Burlington, Cedar Rapids and Northern Railway Company. Tracks between St. Croix Crossing and St. Paul, Minnesota, 19.36 miles.

This Indenture, made this twenty-ninth day of May, A. D. 1902, by and between the Chicago, Milwaukee and St. Paul Railway Company, hereinafter styled the "St. Paul Company" or "Licensor," the Chicago, Burlington and Quincy Railway Company, hereinafter styled the "Quincy Company" or "Licensor," and the Burlington, Cedar Rapids and Northern Railway Company of Iowa, hereinafter styled the "Northern Company," or "Licensee," Witnesseth, as follows:

(a) The St. Paul Company owns a line of railway known as its River Division, a part of the main track of which extends from the City of Has-

tings, in Dakota County, Minnesota, through a point in the Northwest quarter (¼) of Section Seven (7) in Township Twenty-six (26) of Range Twenty (20), known as St. Croix Junction Crossing; thence to and through Newport, in Washington County; and thence passing between Dayton's Bluff and the Mississippi River in the City of St. Paul, Minnesota, to a connection with the tracks of the St. Paul Union Depot Company in the city last mentioned.

(b) The Quincy Company owns a line of railway known as its Northern Division, a part of the main track of which extends from Point Douglas, in Washington County, to and across the said main track of the St. Paul Company at said St. Croix Junction Crossing; thence between the said track of the St. Paul Company and said river to a point in or near Newport aforesaid and near to the line between Townships Twenty-seven (27) and Twenty-eight (28), where it again crosses said main track of the St. Paul Company; and thence parallel, or nearly so, to the track last mentioned and next to said Dayton's Bluff, into said City of St. Paul and to a connection with the tracks of said Depot Company.

(c) The said St. Paul and Quincy Companies have in writing agreed to make such changes in and connections between the aforesaid portions of their said respective main tracks as will enable them to operate joint double tracks in common between said St. Croix Junction Crossing and their respective connections with said Depot Company tracks, and to begin such operation before the first day of July, A. D. 1903; and for such purpose to compose the so proposed east or southbound track from said St. Paul, of the said main track of the Quincy Company from its connection with said Depot Company tracks as far as the east switch of the west or north yard of the Quincy Company; thence, as far as the west switch of the east or south yard of the Quincy Company, of the most northerly track of the St. Paul Company (there its present main track); thence, to the point of the aforesaid crossing at Newport, of the said main track of the Quincy Company; and from the point of crossing lastly mentioned to said point of crossing at St. Croix Junction, of the said main track of the St. Paul Company as the same shall be partially relocated and reconstructed; and to compose the so proposed west or northbound track into said St. Paul, of the said main track of the Quincy Company from the point of crossing lastly mentioned to the point of the aforesaid crossing at Newport; thence, as far as said west switch of the Quincy Company, of the said main track of the St. Paul Company; thence, as far as said east switch of the Quincy Company, of the track of the St. Paul Company next south of its aforesaid most northerly track; and thence, of the said main track of the St. Paul Company to its connection with said Depot Company tracks; and for such purpose, among other things, to take out the present crossing at said Newport and substitute therefor track connections substantially as indicated in yellow tint upon annexed "Exhibit One."

(d) The aforesaid changes at and about said Newport crossing and the purposes of this Agreement will require, among other things, the removal and relocation of the interlocking plant there being and changed and additional connections therewith, and the possible construction by the

Quincy Company of a new or additional east-bound suburban track between Newport and Pullman avenue, and changes in the respective connections of said main tracks of the St. Paul and Quincy Companies respectively with their joint Industry Track; all which changes and connections, except the connections of said interlocking plant after its relocation, as well as a portion of said suburban track and its connections with said double tracks are represented in yellow tint upon annexed said "Exhibit One."

The said "Exhibit One" likewise further represents such other track changes and connections, except interlocking connections, as shall be made pursuant to this Agreement in order to connect the main track of the Northern Company with each of such double tracks, and to let the Company lastly named into the use thereof as hereinafter provided.

(e) The above mentioned Agreement between the St. Paul and Quincy Companies concerning the matters aforesaid is terminable by either party thereto at the expiration of one year after written notice of election to terminate the same; in which event the crossing at said Newport is to be restored and each party to the Agreement lastly mentioned is to retire to the exclusive use of its own tracks.

Now, Therefore, in consideration of the premises, and of the mutual and dependent covenants in this Agreement set forth, the parties hereto have agreed and do hereby covenant and agree each with the other as follows:

ARTICLE I.

SECTION 1. Subject to the conditions, limitations and restrictions in this Agreement set forth, the Licensors each for itself as to its own property only, hereby grants to the Northern Company the right to use the said double tracks composed as aforesaid, in common with the Licensors and with such other company or companies as they, the Licensors, shall at any time permit to use the same or any part thereof, for the sole purpose of running thereon its trains of all classes, that is to say, from the point of connection of the main track of the Northern Company in the main track of the St. Paul Company (near the present station of the St. Paul Company at Newport aforesaid) which is upon said "Exhibit One," for such purpose represented and marked "Z," and from the point in the main track of the Quincy Company which is upon said "Exhibit One" represented and marked "Y," to the respective connections of such double tracks with said Depot Company tracks; and all improvements and betterments which the Licensors may make to such double tracks; together with the right to connect the said main track of the Northern Company with the main track of the St. Paul Company at the point aforesaid near said Newport station; and, for access to and egress from the main track of the Quincy Company, at the said point represented by "Y," the right to use as part of such double tracks, the connecting track between the said tracks of the St. Paul and Quincy Company which, upon said "Exhibit One" is represented as extending between the aforesaid points marked "Z" and "Y" and will be the common property of said Licensors share and share alike; subject,

however to such change of the point of such connection with the main track of the St. Paul Company as may be required by any change of grade which shall be made by the St. Paul Company at or near said station and also subject to such changes of the main track or tracks of the St. Paul Company as shall be made by said Depot Company with the assent of the St. Paul Company.

Besides its own trains the Northern Company shall have the right to haul over such double tracks the trains of The Chicago, Rock Island and Pacific Railway Company or of the successors or assigns of the company lastly named at the time operating its railway, but no other trains whatever.

Nothing herein contained shall be construed to confer any right upon the Northern Company to do or to carry any express business at stations on such double tracks, nor shall it do any through express business on such tracks without the written consent of the United States Express Company, and of the Adams Express Company, during the continuance of the contracts between said Express Companies and the Licensors respectively.

Each Licensor for itself alone, hereby covenants and agrees that it will not before the termination of this agreement, make or renew any contract with any Express Company whatever, concerning the carriage of express matter, business or messengers upon and over said double tracks between Newport and St. Paul, which will in any wise interfere with the unrestricted right of the Northern Company to carry such matter, business or messengers upon or over said double tracks itself, or under contract with any Express Company which it may at any time or times for that purpose select.

§ 2. The St. Paul Company hereby grants to the Northern Company for and during the continuance of this Agreement upon condition that the Northern Company shall first obtain the consent thereto of the Western Union Telegraph Company, the right, license and privilege to construct, maintain and operate for the sole use of the Northern Company, a wire or wires on the telegraph poles of the St. Paul Company, with the necessary instruments in said Newport Station.

§ 3. The Licensors will maintain the aforesaid portions of such double tracks the use whereof is hereby granted, and their connections, and keep them in good repair, as follows: The St. Paul Company will connect said interlocking plant with the main track of the Northern Company, with the connecting track represented as aforesaid between the points so marked "Z" and "Y," with such double tracks and with other adjacent tracks of the Licensors respectively; will at all times during the continuance of this Agreement maintain, repair, renew and operate said interlocking plant and its several connections, and at all times maintain and keep in repair the said proposed new track connections at and about the point of the present Newport crossing. Except as aforesaid, each Licensor shall and will maintain and keep in repair all its own portions of such double tracks the use whereof is hereby granted, all connections therewith and all its own other adjacent or appurtenant property; and each Licensor will comply with all lawful regulations enacted or ordained for the safety of the public.

ARTICLE II.

SECTION 1. As compensation for the rights, interests and privileges herein granted, the Northern Company covenants and agrees to pay as follows:

1. To each Licensor in equal monthly installments, an annual sum equal to Three Hundred and Thirty-three and 33/100 Dollars ($333.33) per mile of the main track of the same Licensor between such Newport connection of the Northern Company therewith and the connection of the same main track with said Depot Company tracks; and for all purposes of this Article II, one-half of the length of said connecting track between the said points represented by "Y" and "Z" shall be measured and treated as part of the main track of each Licensor between such Newport connection of the Northern Company therewith and the connection of the same main track with said Depot Company tracks; and for such purposes only the present main track of the St. Paul Company between the aforesaid east switch and the aforesaid west switch of the Quincy Company (about 1675 feet in length) shall be measured and treated as part of the main track of the Quincy Company.

2. To each Licensor such annual sum as shall from time to time constitute the same proportion of all of such taxes and assessments as may, after the Northern Company shall have commenced its use hereby granted, be assessed or levied upon said property of the same Licensor, or any part thereof and actually paid by such Licensor, which *one* shall at the time of such levy bear to the whole number of railway companies at the same time using said property or part thereof. The legality of any such taxes or assessments so actually paid shall not be questioned by the Northern Company. If any such taxes or assessments shall be so assessed or levied on any such property that they cannot be readily and satifactorily separated from those assessed or levied upon other portions of the main track or property of either Licensor, they shall be apportioned as equitably as may be; and if the parties therein interested cannot agree upon such apportionment it shall be determined by arbitration as hereinafter provided;

3. To each Licensor an annual sum equal to one and one-third per centum (1⅓%) interest from the time when expenditure for each thereof shall be made, upon the cost of all additions, improvements, and betterments which the same Licensor may make to or on its aforesaid portions of such double tracks, and upon the cost of all such changes in the permanent way thereof, track elevation or depression included, and upon the cost of all such viaducts, bridges, subways, works and appliances of every name and nature as the same Licensor may deem necessary to make, construct or furnish for the safe or convenient operation thereof or as by any law of the State of Minnesota or by any ordinance of any municipal corporation thereof the same Licensor may be required to make, construct or furnish thereto or thereon. It is however provided that the Northern Company shall not be required to pay under this paragraph any such additional compensation on account of the rebuilding or replacing of any track, building, structure or appliances now existing, or which shall originally enter into the aforesaid proposed changes, and rearrangements at and about said

Newport point of crossing, nor shall it be required to pay any such additional compensation on account of any track, building, structure or appliances hereafter constructed of which the Northern Company shall not have the use or benefit;

4. To each Licensor a monthly sum equal to the proportion hereinafter defined of the cost of maintaining, renewing and replacing its roadbed, tracks, switches, cross-overs or crossings, bridges, culverts, cattle guards, fences, highway, street and farm crossings, crossing signs and gates, signal posts, block signal system, telegraph line, and all other structures or appurtenances which may be required by law or by ordinance or which may in its opinion be necessary for the safe and convenient operation of and pertaining to its said track; and a like proportion of the cost of removing snow and ice from its roadbed; each which proportion shall bear the same ratio to the whole amount expended for such purposes by the same Licensor as the number of miles run upon the track of the same Licensor by engines and cars of all classes operated by the Northern Company shall bear to the aggregate number of miles run by engines and cars of all classes operated by all companies over the same; and for this purpose every engine with its tender shall be counted as two cars;

5. To the St. Paul Company, which has heretofore maintained, repaired and operated said interlocking plant, and will continue so to do after the removal, relocation and reinstallation thereof, one-half of all the cost of all the changes in and additions to said interlocking plant, which will be requisite in order to adapt it to the several changes and new conditions aforesaid, and one-half of all the cost of the subsequent maintenance, repair, renewal and operation thereof;

6. To each Licensor a pro rata proportion of the expenses by it actually incurred in paying reasonable salaries to the superintendent, roadmaster, train dispatcher and such other employes as may be engaged in the performance of duties incident to the joint use and operation of the tracks covered by this agreement, except as otherwise herein provided; which proportion shall be ascertained, as provided in paragraph 4 of this section. Such pro rata proportion shall, however, extend and apply to only such amount of the salary of any superintendent, roadmaster, train dispatcher or other officer or employe of either aforesaid division as shall bear to his whole salary the ratio of main track mileage of the same Licensor, the use of which is hereby granted, to the entire main track mileage at the time under the jurisdiction of the same superintendent, roadmaster or other officer or employe.

7. To each Licensor all cost of printing time cards when new cards are made necessary solely by changes in the time of the Northern Company's trains and all expense of keeping accounts of mileage hereunder; and the cost of any other service upon or concerning the aforesaid portion of either such division rendered to the Northern Company at its request, and not in this contract otherwise provided for.

ARTICLE III.

SECTION 1. Joint schedules for the movement of engines and trains over portions of said double tracks the use of which is hereby granted shall be

made by the joint action of the proper officers of all parties. Such schedules shall as nearly as may be practicable accord equality of right, privilege and advantage to trains of the same class operated by each party hereto; and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other.

§ 2. The St. Paul Company shall make rules and regulations for the operation of said east or southbound track, which shall have like application to all engines and trains which may be moved over the same. All trains shall move thereon under and in accordance with the orders of the superintendent or train dispatchers of the St. Paul Company, who shall, as nearly as may be practicable, secure equality of right, privilege and advantage to all trains of the same class.

The Quincy Company shall make rules and regulations for the operation of said west or northbound track, which shall have like application to all engines and trains which may be moved over the same. All trains shall move thereon under and in accordance with the orders of the superintendent or train dispatchers of the Quincy Company, who shall, as nearly as may be practicable, secure equality of right, privilege and advantage to all trains of the same class.

§ 3. If the St. Paul Company shall at any time during the continuance of this Agreement construct or acquire between the Newport connection of the Northern Company with its main track and the present most easterly switch of its Lower Yard any track connecting its main track with the tracks of any other railway company or with any industry not located upon property of the St. Paul Company, and if the Northern Company shall within thirty days after any such construction or acquisition elect to use the track so constructed or acquired it shall have the right to do so; but for such use shall pay annually to the St. Paul Company a sum equal to two per centum (2%) upon the cost of such construction or acquisition, from the date of the construction or acquisition thereof, and in addition thereto a proportion of the expenses which shall be incurred in maintaining the same after the date of such election; which proportion shall be determined as hereinbefore provided. Said easterly switch is located seventy-six (76) feet easterly of the intersection of the center line of the main track of the St. Paul Company and the north and south quarter section line of Section four (4) township twenty-eight (28), of Range twenty-two (22) in the City of St. Paul, measured along said center line.

ARTICLE IV.

The Northern Company covenants and agrees that it will pay to each Licensor at its office in the City of Chicago all the compensation and charges of every name and nature which in and by this agreement the Northern Company is required to pay to the same Licensor alone, in lawful money of the United States, in monthly installments, within twenty (20) days after the rendition of proper bills therefor. All bills aforesaid shall be rendered as soon as may be after the last day of each month for which such compensations and charges shall have accrued, and shall contain detailed statements of the amounts due on account of the expenses incurred

and services rendered during such month; and be, when required, accompanied by copies of payrolls and vouchers showing such expenses, certified by the General Manager or General Superintendent of said Licensors respectively. The books and accounts of each Licensor so far as they relate to the expenses and services aforesaid, shall be open during usual business hours for the inspection of the President of the Northern Company, or of any other person duly authorized by it.

ARTICLE V.

SECTION 1. The Northern Company covenants and agrees that it will not, without the written consent of the General Managers of both Licensors, do any freight, passenger or other business whatsoever either to, at or out of any intermediate point or place between its Newport connection and the St. Paul Union Depot in said St. Paul, except to, at or out of any such track as is in Section 3 of Article III herein provided for, nor do for itself or for any other railway company upon said double track, any switching whatever, except the switching of its own freight cars to and from any such track as is in Section 3 of Article III herein provided for, and to and from the freight transfer tracks of said Depot Company; nor without such consent, under guise of doing its own proper business, render or contract to render thereon to any railway company other than said The Chicago, Rock Island and Pacific Railway Company, any habitual or continuing service in hauling cars of, or to, or from such company, which shall in any manner or to any extent admit such company to any use or benefit of any property of either Licensor without such further agreement with and further compensation to the same Licensor as such same Licensor may for such use or benefit exact; but this section shall not be construed as prohibiting the Northern Company from exchanging business with other railroad companies as such business is customarily interchanged between mutually independent connecting carriers; and that besides its own trains it will not, without such consent, haul upon or over such double tracks any train of any railway company other than The Chicago, Rock Island and Pacific Railway Company or of successors or assigns of the company lastly named at any time operating its railway.

If it shall be decided by arbitration or final judgment that the Northern Company had further violated the provisions of this section after notice from either Licensor specifying the particulars of alleged previous violations thereof, and if the Northern Company shall for twenty (20) days after notice of such decision nevertheless continue or persist in such violation, the Licensors, or the Licensor thereby specially affected, shall thereby become entitled, by notice in writing to the Northern Company, to declare this agreement terminated and the Licensors or such Licensor thereby specially affected may thereupon exclude the Northern Company from the use and enjoyment of any and all of the premises and rights hereinbefore granted; and thereupon the Northern Company shall surrender to the Licensors all of said premises and shall have no claim or demand upon them or either of them by suit at law or otherwise on account of such exclusion.

§ 2. The Northern Company will not, without the written consent of

both Licensors, sell or in any manner assign this agreement or any right or privilege under and by it granted, or permit any person or persons, company or companies, to share in any such right or privilege; this agreement shall, however, during the continuance thereof, attach to and run with the railways of the respective parties, and shall be binding upon and inure to the benefit of any railway company which shall during such continuance hereafter own or operate either such railway.

ARTICLE VI.

SECTION 1. Each Licensor shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing its own roadway, tracks, structures and appliances of and pertaining to the portions of said double tracks the use of which is hereby granted. Except engine men and train men and employes operating switches for the exclusive use of either party otherwise than from interlocking towers, all officers and employes of either Licensor in any wise engaged in maintaining, repairing or operating any such portion of said double tracks, or in dispatching, ordering, or directing the movements of trains thereon, or in constructing, maintaining, repairing or operating said interlocking plant, shall as between the parties hereto be deemed joint employes of all parties. Engine men and train men of any work train engaged in maintaining or repairing any such portion of said double tracks shall likewise be deemed joint employes.

The Northern Company shall not by reason of any defect in any such roadway, track, structure or appliances or by reason of the failure or neglect of either Licensor to repair such defect, have or make against either Licensor any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure; but in case either Licensor shall fail to repair any such defect as aforesaid in or upon its own track or other separate property within a reasonable time after the Northern Company shall have given to the same Licensor a written notice specifying the defect and requesting that it be repaired, then the Northern Company shall have the right to make the necessary repairs at once and the said Licensor shall and will pay the cost thereof.

§ 2. The Northern Company hereby assumes all risk of loss, damage or injury, which its property or property in its custody or its employes or passengers may sustain by the act, neglect or default of any such joint employe, as well as all risks of all loss, damage or injury which shall in any manner occur in or upon any part of said double tracks, whether to property of the Northern Company or to property in its custody, or to its passengers or to its employes, or which third persons or the property of third persons shall suffer by reason of the movement or operation of any engine, car or train of the Northern Company in all respects as if the Northern Company had then been in the exclusive use and control of such track, excepting only such loss, damage or injury as shall be caused by the negligence of employes solely of the Licensors or of one of them; and excepting only as aforesaid the Northern Company hereby agrees to save each Licensor harmless from all such loss, damage and injury, from

all liability and claim therefor, and from all consequent costs and expenses.

Each party hereto hereby agrees to save each other party hereto harmless from all loss, damage and injury caused by the negligence of its own sole employes and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of any injury or damage to persons other than passengers or employes, or to property of such persons, caused by the operation of trains over and upon the railroad and premises embraced in this agreement, and it cannot be determined which party operated the train by which such injury or damage was caused, the cause thereof shall be regarded as concealed, and the compensation, if any, made for such injury or damage, shall be divided equally between the parties hereto.

The parties hereto expressly covenant and agree that in case of a collision between the respective engines, cars or trains of any two or more of them while on any portion of the said double tracks the use whereof is hereby granted, the party whose employes are alone in fault shall be solely responsible for and settle and pay for the entire loss and damage caused thereby, and shall so save each other party harmless therefrom; and that in case any such collision shall be caused by the fault of employes of two or more of the parties hereto or by the fault of any joint employe or employes, or in case the cause of the collision shall be so concealed that it cannot be determined whose employe or employes were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody or its employes or its passengers may have suffered in consequence thereof.

The parties hereto expressly covenant and agree that in case of any damage or injury to property or persons not in this Article otherwise provided for, originating north or west of the present crossing of the St. Paul and Quincy main tracks at Newport, and caused by the act, neglect or default of any such joint employe, the compensation, if any, made for such injury or damage, shall be apportioned equally between the parties hereto.

§ 3. In case any of the Northern Company's trains shall be wrecked while running on the said east or southbound of said double tracks, such wreck shall be picked up and removed by the St. Paul Company; in case any of the Northern Company's trains shall be wrecked while running on the west or northbound of said double tracks, such wreck shall be picked up and removed by the Quincy Company; and in either such case the cost of such service shall, except as herein otherwise expressly provided, be borne and paid by the Northern Company to the Licensor entitled thereto.

§ 4. The Northern Company shall and will from month to month pay to the St. Paul Company all the expense of maintaining the aforesaid connections of the main track of the Northern Company with the main track of the St. Paul Company, and likewise bear and pay to each Licensor one-third (⅓) of all the cost to the same Licensor of maintaining each connection with each of said double tracks, of the connecting track which is upon said "Exhibit One" marked "Prop. B. C. R. & N. Eastbound Connection," and "C. M. & St. P. and C. B. & Q. Industry Connection"; the

Northern Company shall and will require its employes to turn on to each of said double tracks the switch at any point of connection therewith whenever and as soon as the Northern Company's engines and cars shall have passed over the same and shall and will save each Licensor harmless from all loss or damage which it may suffer or for which it may in any wise become liable on account of accident or casualty caused by the misplacement of any such switch by the Northern Company's agents or employes.

But the requirements of this section as to switches shall not apply to any such point of connection after said interlocking plant and its appurtenances shall have been there properly relocated, reinstalled and connected.

§ 5. In case a suit or suits shall be commenced by any person or persons, corporation or corporations against either party hereto for or on account of any damage or injury for which any other party is liable under this Agreement, the party so sued shall give to such other party notice of the pendency of such suit, and thereupon such other party shall and will assume the defense of such suit, and shall and will save and hold the party so sued harmless from all loss and from all costs by reason thereof. Neither party shall be concluded by any judgment against the other unless it had reasonable notice that it was required to defend and had reasonable opportunity to make defense. When such notice and opportunity shall have been given the party notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

§ 6. The provisions of this Agreement in respect to the remedies of either party in the event of any failure or default of any other party shall not be the sole remedy of the party injured, but the party injured may nevertheless resort to other legal or equitable remedies.

ARTICLE VII.

Except as hereinafter otherwise provided, this Agreement shall take effect and be in force whenever, after the beginning of the operation of said double tracks, the Northern Company shall elect to enter upon the use thereof hereby granted, and shall remain in force during such time before the first day of January, A. D. 2003, as the aforesaid agreement between the St. Paul and Quincy Companies providing for such double tracks shall continue in force, and no longer; provided always, that if the Northern Company shall make default in any payment hereinbefore required by it to be made, then and in such case and if such default shall continue for a period of ninety (90) days after any Licensor entitled in whole or in part to such payment shall have given to the Northern Company written notice thereof, the Licensors or the Licensor so entitled may by notice in writing to the Northern Company declare this Agreement terminated, and the Licensors or the Licensor so entitled may thereupon exclude the Northern Company from the use and enjoyment of any and all of the premises and rights hereinbefore granted, and thereupon the Northern Company shall surrender to the Licensors all premises and property the use whereof is hereby granted and shall have no claim or demand upon or against either Licensor by suit at Law or otherwise on account of such exclusion; provided, that failure to make any payment which shall be the subject of arbitration or of litigation between

any parties hereto shall not, pending such arbitration or litigation, be deemed cause of forfeiture hereunder.

Either Licensor may for itself waive any such default, but no action of either Licensor in waiving any such default shall extend to or be taken to affect any subsequent default or impair its own rights resulting therefrom or bind or affect the other Licensor.

Notwithstanding anything to the contrary herein contained, it is further provided that if at or after the end of ten (10) years from the date when this contract shall take effect the Northern Company, its successors or its assigns then owning or operating its railway shall give to the Licensors and each of them written notice of its or their election to terminate this Agreement at the end of two (2) years after service of such notice, every prospective obligation of this contract shall, from and after the expiration of such two (2) years, wholly cease and determine.

ARTICLE VIII.

SECTION 1. If at any time a question shall arise touching the construction of any part of this contract, or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question parties hereto cannot agree, such question shall be submitted to the arbitrament of three (3) disinterested persons to be chosen, one by the Licensor or Licensors interested in the question, one by the Northern Company and the other by the two so chosen. If both Licensors shall be interested in the question they shall unite as one party in such choice; otherwise the Licensor alone so interested may itself alone make such choice. The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and on behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators thus chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as aforesaid, such third arbitrator may be appointed, upon ten (10) days' written notice by either party hereto to the other party hereto of its intention to make application therefor, by any Judge of the District Court of the United States for the district which shall then include the City of St. Paul. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them and shall give to each party reasonable notice of the time and place of such meeting. After hearing all parties interested and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them, and shall serve a copy of such award upon each party to such arbitration, and the award of such arbitrators, or of a majority of them, shall be final and binding upon both parties, and

each or any party shall immediately make such changes in the conduct of its business, or such payments or restitution, as the case may be, as in and by such award may be required of them, respectively. The books and papers of all parties, so far as they relate to matters submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitration. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this Agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

§ 2. All the notices which are hereinbefore provided to be given by any party to any other may be given by serving the same on the President, Vice-President or General Manager for the time being of such other party.

§ 3. If, for any reason, any covenant or agreement in this contract expressed not material to the right of the Northern Company to use the said double tracks, shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or agreement which is in itself valid. No controversy as to the construction or validity of any covenant or agreement shall delay the performance of any other covenant or agreement. In the event of the failure in law of any covenant or agreement herein contained, such steps shall be taken and such further contract or contracts shall be made as shall be advised by counsel to carry into effect the purposes and intents hereby expressed.

In witness whereof, each party hereto has caused this instrument to be signed by its proper officer, and its corporate seal to be hereto affixed, attested by its Secretary, the day and year first above written.

Chicago, Milwaukee and St. Paul Railway Company,
[SEAL] *By* A. J. EARLING,
Attest: *President.*
P. M. MYERS, *Secretary.*

Chicago, Burlington and Quincy Railway Company,
[SEAL] *By* GEO. B. HARRIS,
Attest: *President.*
H. W. WEISS, *Asst-Secretary.*

Burlington, Cedar Rapids and Northern Railway Company of Iowa,
[SEAL] *By* C. J. IVES,
Attest: *President.*
S. S. DORWART, *Secretary.*

Executed in presence of
J. R. DICKINSON,
W. D. MILLARD,
as to St. Paul Company.
CHESTER M. DAWES,
J. H. PETTIBONE,
as to Burlington Company.
W. A. GARDNER,
O. H. MCCARTY,
as to Northern Company.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this Sixth day of August, A. D. 1902, before me appeared A. J. Earling, to me personally known, who being by me duly sworn did say: That he is the President of the corporation, the Chicago, Milwaukee & St. Paul Railway Company, above named; that the seal affixed to the foregoing agreement, purporting to be such, is the corporate seal of said corporation, and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said A. J. Earling acknowledged the said agreement to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

J. R. DICKINSON,

[SEAL] *Notary Public*, Chicago, Cook County, Ill.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this eighth day of August, A. D. 1902, before me appeared George B. Harris, to me personally known, who being by me duly sworn did say: That he is the President of the corporation, the Chicago, Burlington & Quincy Railway Company, above named; that the seal affixed to the foregoing agreement, purporting to be such, is the corporate seal of said corporation, and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said George B. Harris acknowledged the said agreement to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

J. H. PETTIBONE,

[SEAL] *Notary Public*, Chicago, Cook County, Ill.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

On this twelfth day of July, A. D. 1902, before me appeared C. J. Ives, to me personally known, who being by me duly sworn did say: That he is the President of the corporation, the Burlington, Cedar Rapids & Northern Railway Company of Iowa, above named; that the seal affixed to the foregoing instrument, purporting to be such, is the corporate seal of said corporation, and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said C. J. Ives acknowledged the said agreement to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

DANIEL W. ALBRIGHT,

[SEAL] *Notary Public*, Cedar Rapids, Linn County, Iowa.

AGREEMENT December 18, 1916 The Saint Paul Union Depot Company and Chicago, Milwaukee and St. Paul Railway Company, Chicago, St. Paul, Minneapolis and Omaha Railway Company, Chicago, Burlington & Quincy Railroad Company, Minneapolis, St. Paul and Sault Ste. Marie Railway Company, Great Northern Railway Company, Northern Pacific Railway Company, Chicago Great Western Railroad Company, The Minneapolis and St. Louis Railroad Company, The Chicago, Rock Island and Pacific Railway Company Terminal facilities, St. Paul Minnesota, 0.53 miles.

This Indenture, Made this 18th day of December in the year of our Lord, one thousand nine hundred and sixteen, between THE SAINT PAUL UNION DEPOT COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Minnesota, hereinafter called "The Depot Company," party of the first part; and Chicago, Milwaukee and St. Paul Railway Company; Chicago, St. Paul, Minneapolis and Omaha Railway Company; Chicago, Burlington and Quincy Railroad Company; Minneapolis, St. Paul and Sault Ste. Marie Railway Company; Great Northern Railway Company; Northern Pacific Railway Company; Chicago Great Western Railroad Company; The Minneapolis and St. Louis Railroad Company, and The Chicago, Rock Island and Pacific Railway Company, and Jacob M. Dickinson, as Receiver of The Chicago, Rock Island and Pacific Railway Company, (and not as an individual), parties of the second part, hereinafter called the "Railway Companies," *Witnesseth:*

Whereas, The Depot Company has been created and organized for the purpose, as set forth in its articles of incorporation, of building, purchasing, leasing and operating transfer tracks or railways in the City of Saint Paul, open alike to the use (under proper regulations) of all railroads now constructed or which may hereafter be constructed to or into the said city of Saint Paul and for the purpose of constructing, maintaining and operating a Union Passenger Station or depot in said city and proper tracks for access thereto, and in connection therewith of building, leasing or otherwise securing and maintaining and operating lines of railway in the said city of Saint Paul;

And Whereas, The Saint Paul, Minneapolis and Manitoba Railway Company did by its deed bearing date the thirteenth day of January, A. D. 1880, grant and convey to the said party of the first part, all its right, title and interest in and to certain real estate and premises in said deed more particularly described, containing nine and one-half (9½) acres of land more or less, and as shown on a map annexed to said deed; but with the reservation and qualification contained therein, that said The Saint Paul, Minneapolis and Manitoba Railway Company, its successors and assigns, should have the perpetual and exclusive use and control, and the right to such use and control, of the three most northerly tracks in the Union Passenger Depot, to be constructed and maintained by said The Saint Paul Union Depot Company, on the said grounds thereby conveyed, and of proper and suitable platform room between the same and adjacent thereto, for its and their own business, and the business of such other railroad company, or companies, as at the time of the execution of

said deed it was, or itself, its successors or assigns shall at any time thereafter be, under obligation to furnish or provide with passenger depot accommodations at the City of Saint Paul; provided, that during such a period or periods, if any, as said The Saint Paul, Minneapolis and Manitoba Railway Company, its successors or assigns, shall not be under obligation to furnish or provide passenger depot accommodations at Saint Paul to or for any other railroad company, the said perpetual use and control and right thereto so reserved should be limited to the two most northerly tracks in said Union Passenger Depot, and proper and suitable platform room between the same and adjacent thereto; and that the said grantor in said deed shall have (in common with the other railroad companies which should be entitled to the use of said Union Passenger Depot) for itself, its successors and assigns, the perpetual use, and the right to such use, for its and their own business, and the business of such other railroad company or companies as, at the time of the execution of said deed, it was, or itself, its successors or assigns shall at any time thereafter be, under obligation to furnish or provide with passenger depot accommodations as aforesaid, of a proper and convenient railway track or tracks across said grounds so conveyed, extending from such point or points as it, or its successors or assigns, shall select on the northern boundary of said property so conveyed to said tracks in said depot, and thereby connecting the tracks in said depot with the railroad of said grantor in said deed and the railroad of any other railroad company which, at the time of the execution of said deed, it was, or it, or its successors or assigns, shall at any time thereafter be, under obligation to furnish or provide with passenger depot accommodations; the said grantor in said deed, its successors and assigns paying, however, for such use such just, reasonable and equal rates of rents, dues and charges as shall be paid by other railroad companies enjoying depot accommodations in said depot, and being subject to such just, reasonable and equal rules and regulations as shall be established by the said grantee in said deed for the common government of the railroad companies enjoying its depot accommodations; and upon condition that the said grantee in said deed shall, within a reasonable time, build, construct, provide and put into operation upon and across said premises, and thereafter maintain and keep in operation proper and suitable transfer tracks and lines of railway between the said railroads, and especially proper and suitable transfer tracks and lines of railway between the said several railroads and the public levee on the Mississippi River between Sibley and Jackson streets, so as to make suitable and proper connections between such railroads, each with the other, and by each with said public levee, and in connection therewith shall build, construct and provide upon said premises and thereafter maintain a proper and suitable Union Passenger Depot and proper tracks for access thereto; to be held for the uses and purposes declared in the articles of incorporation of the said grantee in said deed, The Depot Company, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, subject to the reservation and qualification aforesaid, by the said grantee in said deed, its successors

and assigns, so long as the said grantee, its successors or assigns shall use the same for the purposes declared in the articles of incorporation of said grantee, and shall comply with and perform the conditions aforesaid; to which deed reference is hereby made;

And Whereas, The Depot Company did construct, furnish and equip and has maintained upon the grounds hereinbefore described, a Union Passenger Depot, with the necessary tracks for access thereto, and did construct, acquire and equip upon, over and across said grounds, and elsewhere and did thereafter maintain and operate tracks and railways for the transaction of the transfer business contemplated in its articles of incorporation;

And Whereas, in order to provide for the payment of the purchase price of said above described land and premises and for the construction, furnishing, acquiring and equipping of said passenger depot, tracks and railways, The Depot Company has issued nine hundred and thirty-two thousand, four hundred dollars ($932,400) par value of its capital stock, which has been subscribed and fully paid for by, and issued to, said nine railway companies named herein as parties of the second part, the lines of railway of which have been built into the said city of St. Paul and in the operation of which they are now engaged;

And Whereas, The Depot Company, to provide necessary funds for the aforesaid purposes, did issue and negotiate its First Mortgage Bonds in the sum of Two Hundred and Fifty Thousand Dollars ($250,000) par value, bearing date the first day of May, 1880 payable May 1, 1930, with interest thereon at the rate of six per cent per annum, payable in semi-annual installments on the first days of November and May of each year, secured by a trust deed or mortgage upon the lands, railways and property of The Depot Company, and also secured by assignment of rents, dues, tolls, income and profits thereof, in which mortgage, the Central Trust Company of New York was named as trustee;

And Whereas, The Depot Company, to make provision for the enlargement of its terminal buildings, and to more effectually prosecute the aforesaid corporate enterprise, did issue and negotiate its Consolidated Mortgage Bonds in the sum of Two Hundred and Fifty Thousand Dollars ($250,000.00), bearing date May 1, 1894, payable on the first day of May, 1944; One Hundred and Fifty Thousand Dollars ($150,000.00) par value of said bonds bearing interest at the rate of five per centum per annum, and the remaining One Hundred Thousand Dollars ($100,000.00) par value bearing interest at the rate of four per centum per annum; said interest being payable semi-annually on the first days of May and November in each year, likewise secured by a trust deed or mortgage upon the lands, railways and property of The Depot Company, and also secured by assignments of rents, dues, tolls, income and profits thereof, in which mortgage the St. Paul Trust Company was named as trustee. Said consolidated mortgage or deed of trust was actually made to secure an authorized issue of five hundred thousand dollars ($500,000) par value of mortgage bonds, but only two hundred and fifty thousand dollars ($250,000) par value of said bonds have been issued thereunder;

And Whereas, the Great Northern Railway Company, and Dakota and Great Northern Townsite Company, respectively by deeds bearing even date herewith, did grant, bargain, sell and convey to The Depot Company, the following described real estate and premises in the city of Saint Paul, Ramsey County, Minnesota:

All property owned by said Townsite Company in Block twenty-eight (28), St. Paul Proper;

All of Block twenty-nine (29), St. Paul Proper, owned by said Railway Company, lying north of present Union Depot Company property;

All of Blocks three (3) and four (4), Hopkins' Addition to St. Paul, owned by said Railway Company, lying north of the present Union Depot Company property; and,

A strip containing four and three-quarters (4¾) acres, more or less, off the south side of Great Northern local freight terminals, between Broadway and the crossing of the Union Depot tracks with Third Street.

The property above described is conveyed subject to existing leases and is shown in red on the attached map, marked Exhibit "A" dated December 18, 1916 and identified by the signature of the Chief Engineer of The Union Depot Company, together with all buildings and structures thereon situate and all appurtenances thereunto belonging: subject, however, to the following conditions, and reservations, being the same expressed in said deeds of conveyance, namely:

(a) Great Northern Railway Company shall have the free and perpetual use of driveway or driveways which shall be provided by The Saint Paul Union Depot Company under its elevated tracks, and shall be so laid out and constructed that the Great Northern Railway Company conveniently may reach its property lying to the south and east of Broadway and Third Street.

(b) Real estate conveyed is to be used for a union passenger depot and facilities in connection therewith; a new union passenger depot and facilities, including proper railway tracks for access thereto, shall be constructed and completed on or before the first day of July, 1921, in substantial accordance with print attached, and thereafter shall be perpetually maintained and operated; Great Northern Railway Company, in lieu of its rights and interests in and to the three most northerly tracks of the present union depot, which it now has as the successor in title to The Saint Paul, Minneapolis and Manitoba Railway Company, shall be vested with exclusive and perpetual rights of use over and upon the northerly three (3) passenger tracks of the new union passenger depot, and also shall be vested with perpetual preferential rights of use over and upon the four (4) next adjacent passenger tracks lying southerly thereof; such preferential rights to exclude all use of the said four (4) tracks by all other companies when thereby the use thereof by the Great Northern Railway Company be interfered with or hindered; and that conveyance is made on the condition that said rights of preferential and exclusive

use and control of said tracks are reserved to said grantor, its successors and assigns and may be fully exercised and enjoyed by it, its successors and assigns, and by all railroad companies to which the grantor now is or to which hereafter it or its successors or assigns shall at any time be under obligation to furnish or provide with passenger depot accommodations at the city of Saint Paul, including suitable and proper platform room between the said tracks and adjacent thereto for its and their own business.

(c) Should The Depot Company fail fully to perform according to its terms any conditions precedent, or make breach of any condition subsequent in said deeds contained, then and in each such case the title granted in said deeds and conveyed to the grantee thereupon and thereby shall cease and terminate, and shall revert to and revest in the grantor, upon the repayment of the purchase money as hereinafter and in said deeds of conveyance respectively provided.

(d) The grantee to have and to hold said premises so long as it, its successors and assigns, shall use the same for the uses and purposes declared in its articles of incorporation, together with all and singular the hereditaments and appurtenances thereunto belonging; but always subject to the conditions, reservations, restrictions and limitations contained in said deeds;

And Whereas, The Depot Company owning terminal yards, stations, tracks and railway equipment, and other railroad, depot and terminal facilities, is about to acquire other lands and premises necessary for the enlargement of such terminals and the construction thereon of a new Union Passenger Station at St. Paul, Minnesota, reference being made to maps, plans and specifications among the records and files in the office of the Company, specific reference being made to property shown in yellow on the attached map, marked "Exhibit 'A'" and identified by the signature of the Chief Engineer of The Depot Company;

And Whereas, to make adequate provision for such improvement, The Depot Company is about to execute a mortgage or deed of trust, to be known as its First and Refunding Mortgage, dated January 1st, 1917, covering all the property of The Depot Company now owned by it and hereafter to be acquired from the proceeds of the sale of bonds secured thereby, known as First and Refunding Mortgage Gold Bonds, not to exceed in the aggregate the sum of Twenty Million Dollars ($20,000,000), but subject, however, to said mortgages hereinbefore mentioned to-wit:

Said First Mortgage or Deed of Trust of May 1, 1880, given to secure the sum of Two Hundred and Fifty Thousand Dollars ($250,000) six per cent interest bonds, and the Consolidated Mortgage or Deed of Trust of May 1st, 1894, under and by virtue of which Two Hundred and Fifty Thousand Dollars ($250,000) par value of bonds are now outstanding;

And Whereas, each of the Railway Companies desires, for purposes of greater economy and convenience, to avail itself of the use of such adequate and enlarged passenger terminal facilities and of such new union passenger station which The Depot Company is about to build, substantially according

to said plans and specifications which have been exhibited to said railway companies, and with which they are familiar:

Now, Therefore, This Indenture Witnesseth, as follows:

Section 1. The said Depot Company for and in consideration of the rents, tolls and dues hereinafter mentioned to be paid, and the covenants herein to be performed, by the Railway Companies, doth hereby grant unto the said Railway Companies respectively, their successors and assigns, for the term of ninety-nine years from the date hereof, the use and enjoyment of all and singular the said grounds hereinbefore described, and of the Union Passenger Depot and railway tracks to be constructed thereon with the equipment, appendages and appurtenances thereof, and also of all railroads, tracks and lines of railway of The Depot Company that may be hereafter constructed, acquired, leased, possessed, held, owned or operated by The Depot Company, its successors or assigns, and all the equipment, appendages and appurtenances to the same belonging or in any wise appertaining, in common with each other to the extent and in the manner hereinafter mentioned and prescribed, and with such other railroad corporations as may hereafter apply for and be granted like or similar use and enjoyment.

§ 2. The Depot Company hereby covenants and agrees with each of the said Railway Companies to assign to each, from time to time, a suitable track or tracks upon said grounds connecting at such practicable and suitable point or points on the boundary of said lands and premises, as has been or may be designated by said railway company with the main track of such company, which has been or may be constructed by it, and with a track or tracks other than those so reserved for the exclusive or preferential use and control of the Great Northern Railway Company and said other companies to which it may now or hereafter be under obligation to furnish depot accommodations, as aforesaid, running into the passenger station, for the use of passenger trains operated by said Railway Companies, respectively; and in respect of said four (4) passenger tracks lying south of said northerly three (3) tracks, over and upon which said four (4) tracks and adjacent platforms said Great Northern Railway Company has perpetual preferential rights of use, The Depot Company engages to permit the use of said four tracks and adjacent platforms by other companies when the use thereof by the Great Northern Railway Company, its successors and assigns, and all other railroad companies to which it, or its successors or assigns may now or hereafter be under obligation to furnish with passenger depot accommodations, will not be interfered with or hindered; it being understood and agreed that The Depot Company, or its superintendent or managing agent, may from time to time establish such reasonable rules and regulations as will conduce to keep said tracks open and free for use; and said Railway Companies hereby, respectively, do covenant and agree to comply with such rules and regulations; but anything herein to the contrary, notwithstanding. The Depot Company will assign to said Great Northern Railway Company, its successors and assigns, the use for passenger trains (in common with other railroad companies which are or shall be entitled to the use of said

passenger station) for its and their own business and the business of such other railroad company or companies as, at the time of the execution of the deeds of conveyance by said Great Northern Railway Company bearing even date herewith, it was or its successors or assigns shall at any time hereafter be under obligation to furnish or provide with passenger depot accommodations as aforesaid, of a proper and convenient railway track or tracks across said grounds extending from such point or points as it or its successors or assigns shall select on the northern boundary of said grounds to said tracks in said station so reserved by and conceded to said Great Northern Railway Company as aforesaid, and to any other track or tracks in said passenger depot that may be assigned by The Depot Company, its successors or assigns, for use by said Great Northern Railway Company, its successors or assigns, if any, and thereby connecting the said tracks in said station with the railroad of said Great Northern Railway Company and the railroad of any other company, which, at the time of the execution of said deeds, it was or has since become, or itself, its successors or assigns, shall at any time hereafter be, under obligation to furnish or provide with passenger depot accommodations; the said Great Northern Railway Company, its successors and assigns, paying, however, its and their proportion of rents, dues and tolls as hereinafter covenanted and agreed, and it being understood and agreed that The Depot Company, or its superintendent or managing agent, may from time to time establish such reasonable rules and regulations as will conduce to keep the said tracks open and free for use; and the said Great Northern Railway Company covenants and agrees to comply with such rules and regulations. For greater certainty, a map or plat designating the tracks of said proposed terminal on file in the office of The Depot Company is referred to.

§ 3. The Depot Company covenants and agrees with said Railway Companies, respectively, to transfer upon its transfer tracks or railways now or hereafter so to be constructed and acquired, with all reasonable celerity, or to permit the said Railway Companies, respectively, to transfer upon said transfer tracks or railways from the railroads of the said Railway Companies, respectively, to a connection with its own line, or to the railroad of any other railroad company whose railroad connects with the said transfer tracks, and to any industry to which the tracks of The Depot Company shall at any time extend, and from such other railroads and such industries to the railroads of the Railway Companies, respectively, any and all loaded or empty freight cars which the said Railway Companies, respectively, shall desire to have so transferred; it being understood and agreed that The Depot Company, or its superintendent or general managing agent, may from time to time establish such reasonable rules and regulations as will conduce to the rapid, safe and convenient transfer of freight cars between such railroads, and between each of them and the industries to which such transfer tracks or railways shall extend. The Depot Company will construct and perpetually maintain at least two transfer tracks across its property from the easterly to the westerly boundary thereof. Such tracks may be used by said companies in the movement of freight cars through the property of The Depot Company.

§ 4. The Depot Company hereby covenants and agrees with the Railway Companies, respectively, that no discrimination shall be made in favor of any other company using said grounds, depot, tracks and transfer privileges to the prejudice of the use and accommodation of the Railway Companies, respectively; it being understood that in the use of said property by the said Railway Companies, respectively, and in the transaction of their transfer and passenger business, the said Railway Companies shall each have, under said rules and regulations, equal facilities and accommodations with other companies now or hereafter having the right to the use and enjoyment of the same in proportion to the business of each of said Railway Companies; and that the business of each shall receive like care, attention and accommodation from The Depot Company, its officers and agents; and each shall be amenable to like control and treatment. But nothing herein shall be construed to annul, modify or interfere with the rights of said Great Northern Railway Company, its successors and assigns and all other railroad companies to which it or its successors or assigns may now or hereafter be under obligation to furnish with depot accommodations, more particularly reserved in its said deeds including the exclusive and perpetual rights of use over and upon the northerly three (3) passenger tracks of the new union passenger depot, or to the perpetual preferential rights of use over and upon the four (4) next adjacent passenger tracks lying southerly thereof including also suitable and proper platform room between said tracks as provided in said deeds: but such preferential rights to exclude all use of said four (4) tracks by all other companies when thereby the use thereof by the Great Northern Railway Company and said other railroad companies would be interfered with or hindered; which said rights all parties hereto concede to said Great Northern Railway Company. Said right of exclusive or preferential use of said tracks shall at all times be subject to the terms and requirements of the succeeding section of this Operating Agreement. And nothing herein shall be construed to annul, modify or interfere with the rights of said Great Northern Railway Company, its successors and assigns, to the perpetual use, in common with other railroad companies, of tracks for access thereto, and connection therewith, so reserved to said last named company, its successors and assigns, by deeds as aforesaid, which said rights also are hereby conceded to said last named company, its successors and assigns, to the same extent and in the same manner as they are reserved to said company, its successors and assigns, by said deeds; and, saving the said right of the Great Northern Railway Company, its successors and assigns, as aforesaid, nothing herein shall prevent The Depot Company from assigning for use to said Railway Companies, respectively, or any other company, a track or tracks in, or leading to said passenger station also assigned to and used by other companies, or from using or permitting to be used the track or tracks so assigned to said Railway Companies, respectively, or the track or tracks assigned to any other company for the use of its passenger trains, for the transaction of such transfer business.

§ 5. The cars of the said Railway Companies, respectively, or any other

railroad corporation, shall not be stored or left standing on the said grounds or the tracks of The Depot Company, (whether reserved for exclusive or preferential use of any Railway Company or not) unless with the consent of The Depot Company, and for a reasonable compensation to be paid therefor.

§ 6. The Depot Company shall keep and maintain the said grounds and the said passenger station and tracks thereon, and all the tracks and railways which it shall at any time own, hold or operate, in good order; shall provide the said passenger station with all the usual supplies, furniture and appendages required for the convenient use thereof; shall warm and light the same and keep and maintain it in good repair, and provide a reasonable number of ticket, baggage and other agents and employes to conduct and manage the business incident thereto; shall provide and maintain all such engines, tenders and other rolling stock as shall be necessary; if any, for the conduct of such transfer business and for the moving of passenger trains or cars to or from said passenger station, or for other purposes, and shall provide all enginemen, brakemen, and other servants and employes necessary to operate the same, and shall construct, provide and maintain all buildings, shops, structures, turntables, machinery, appliances and appendages, and provide all mechanics, workmen and employes necessary for the transaction of its business.

§ 7. The Railway Companies, each contracting for itself, its successors and assigns, covenant and agree with The Depot Company, its successors and assigns, that it and they shall and will from and after the time the said passenger station and the said tracks thereto are completed ready for use, occupy and use and thereafter during the continuance of this contract continue to occupy and use said passenger station, under the provisions of this contract, for its and their principal passenger station in the city of Saint Paul, and will and shall run into said passenger station in the manner and subject to the regulations aforesaid, all its and their regular passenger trains coming into the said city of Saint Paul, and run from said passenger station all its and their regular passenger trains leaving said city.

§ 8. It is understood and agreed that The Depot Company shall have the general control, management and supervision of said grounds, passenger station, tracks and railways, and of the business thereof; but, inasmuch as the officers, agents and employes of The Depot Company are in fact employed for and in furtherance of the business of the companies using said grounds, depot, tracks, railways and transfer privileges, it is understood and agreed between the parties hereto that The Depot Company shall not be liable or responsible in any manner whatsoever, as master or otherwise, to the Railway Companies, or any or either of them, for the fault or neglect of the officers, agents or employes of The Depot Company, or for any damages to the Railway Companies, or any or either of them, resulting from the acts or omissions of said officers, agents or employes; and each of the Railway Companies, respectively, agrees to save and indemnify The Depot Company from and against any damages, costs and expenses growing out of any claim for damages, injuries or

otherwise, to persons or property, done or caused by engines or cars of such Railway Company or by the fault or neglect of the officers, agents or employes of The Depot Company, while acting for, or in furtherance of the business of such Railway Company, or while acting as the mutual servant of The Depot Company, and such Railway Company—nothing, however, herein contained shall exonerate said officers, agents or employes from personal liability for any fault or neglect of duty.

§ 9. The aggregate amount of rentals, tolls and dues to be paid in each year by the Railway Companies, respectively, operating lines of railway running into the city of Saint Paul and using said passenger station, grounds, tracks, railways and transfer privileges in common, shall be equal to the amount required in such year for all the following purposes:

First. The payment of current expenses of keeping up, maintaining, repairing, warming, lighting, managing and operating said passenger depot, grounds, tracks and railways, and the rolling stock, equipment, appliances, appendages and appurtenances thereof, all taxes, assessments and rentals, if any, which The Depot Company may be obliged to pay, and all such other expenses and liabilities as may be incurred in the preservation and management of said property and the business thereof.

Second. The payment of six per centum per annum interest, payable semi-annually, upon said First Mortgage or Deed of Trust of The Depot Company, dated May 1, 1880, under and by virtue of which $250,000 par value of mortgage bonds have been issued and are now outstanding.

Third. The payment of five per centum per annum interest, payable semi-annually, upon $150,000 par value of the Consolidated Mortgage Bonds of The Depot Company, and the payment of four per centum per annum interest, payable semi-annually, upon $100,000 par value of said Consolidated Mortgage Bonds of The Depot Company. Said Consolidated Mortgage by its terms secures an issue of $500,000 par value of mortgage bonds bearing date May 1, 1894, under and by virtue of which said $250,000 par value of bonds are now outstanding.

*See amendment dated Nov. 2, 1923.

Fourth. The payment of semi-annual interest at a rate to be fixed by the board of directors of The Depot Company upon the $11,500,000 of bonds first issued under and secured by said First and Refunding Mortgage, or so much thereof as from time to time may be outstanding.*

Fifth. The payment of a dividend of four per centum per annum, payable semi-annually, on all the capital stock of The Depot Company that is now or shall be issued and outstanding.

Provided, however, that there shall be deducted from such annual aggregate amount all rents and income received by The Depot Company from persons or companies for the use of grounds or tracks for storing cars, for the use of dining rooms, express rooms, restaurants, news rooms, and room for stands, and other room or rooms occupied or used by others than the officers, agents and employes of The Depot Company.

And it is understood and agreed between the parties hereto that the said aggregate amount so made up as aforesaid, after making the deduc-

tions hereinbefore stated, shall constitute the amount of the annual rental, tolls and dues to be paid by the companies so using said grounds, station, tracks, railways and transfer privileges in common. And it is further understood and agreed between the parties hereto that such aggregate amount of annual rentals, tolls and dues shall be apportioned among the said companies using said grounds, station, tracks, railways and transfer privileges in common, each month as follows:

The board of directors of The Depot Company shall from time to time fix a certain amount, to be paid by the party for or by whom the transfer is made, as toll for each and every loaded or empty freight car that shall be transferred upon or across the grounds of The Depot Company, or upon the tracks or railways of The Depot Company, from one of said railroads connecting with such transfer tracks to another, or from any such railroad to any industry to which such transfer tracks shall extend, or from any such industry to any such railroad; such toll to be just and reasonable and adapted, as near as practicable, to the collection of so much only of the said aggregate annual amount required as is justly and properly chargeable to the transfer business; and the balance of the said aggregate annual amount shall be assessed to the railroad companies using such passenger station in common, monthly, in proportion to the number of passenger cars of each of said companies entering and leaving said passenger station during such month; and for the purpose of such assessment each passenger car entering or leaving said station, on trains running twenty-five miles or under, shall be rated as one passenger car; each passenger car entering or leaving said depot on trains running over twenty-five miles and less than one hundred and fifty miles shall be rated as two passenger cars, and each passenger car entering or leaving said depot on trains running one hundred and fifty miles or over shall be rated as three passenger cars; and each baggage, express and mail car entering or leaving said station shall be rated as a passenger car. The one-twelfth part of the annual interest on all the mortgage bonds now or hereafter outstanding, in this contract mentioned, and of the annual dividend on the said capital stock outstanding, shall be carried into each monthly account and collected therein.

Each of said Railway Companies contracting in behalf of itself hereby covenants with The Depot Company and with each of the other Railway Companies, to pay, thirty (30) days prior to the time when any of said First and Refunding Mortgage Gold Bonds of The Depot Company mature or become payable, whether by their terms or by acceleration of payment as provided in said bonds and mortgage, a sum equal to one-ninth of the principal of such First and Refunding Mortgage Gold Bonds payable on said date, to be applied solely to the payment of the principal of said $11,500,000 of bonds first issued under and secured by said Mortgage, or so much thereof as may be outstanding. In case any railway company shall make default in the payment of its proper portion of principal or interest which, under the provisions of this agreement, it has engaged to pay, then the sum in respect of which such railway company may be in default shall be apportioned among the other railway companies not

in default, and each of such other railway companies shall pay its ratable share of such sum as herein more particularly provided; or, if the number of such non-defaulting companies be reduced to one, then it will pay the whole thereof, upon demand of The Depot Company, or if The Depot Company is in default, then upon demand of the trustee under said mortgage.

The obligation of each railway company to make the payment herein provided is absolute and unconditional, and is declared to be further security to said trustee for the prompt payment of the principal and interest of bonds to be issued under said First and Refunding Mortgage. But the ratable proportion which each railway company shall be under obligation to pay, whether of interest or principal, shall be as defined in this agreement, each railway company paying an equal part of the principal, but its ratable share of the interest measured by user. And in the event that any railway company shall, by reason of default of any other railway company, pay more than its true and proper proportion of the principal or interest, the right of subrogation, as hereinafter more particularly defined, and such other rights as are hereinafter mentioned, shall immediately accrue. Likewise, should it be determined to pay by assessment upon the Railway Companies the principal of the outstanding first and consolidated mortgages, or either of them, each of said Railway Companies will pay its true and numerical proportion of the principal of such mortgage indebtedness. But anything herein to the contrary notwithstanding, the said covenants to pay interest and principal upon said First and Refunding Mortgage Gold Bonds shall be limited and confined to the first $11,500,000.00 par value thereof certified and delivered by the trustee, as in said mortgage or indenture provided. Each of said Railway Companies agrees to endorse upon each of said bonds its joint and several unconditional guaranty of payment by The Depot Company of the principal and interest thereof. The obligation of said Railway Companies shall not extend to payment or guaranty of any of the principal or interest of the bonds issued under said indenture in excess of the first $11,500,000.00 par value, or to the payment of any charges of The Depot Company to meet either principal or interest of such excess bonds, unless by appropriate contract in writing hereafter to be made such obligation is assumed.

§ 10. The said Railway Companies, respectively, hereby covenant and agree with The Depot Company, to render to it on the first business day of each month, a statement of the number of passenger cars by said Railway Companies, respectively, run into and from said passenger depot, computed in manner aforesaid, and of the number of freight cars transferred for or by it over said transfer tracks during the preceding month.

§ 11. The said Railway Companies, respectively, hereby covenant and agree with The Depot Company to pay to The Depot Company, monthly, at its office at Saint Paul for the said use of said passenger station, grounds, tracks, railways and transfer privileges, its proportion of said rentals, dues and tolls fixed and determined as herein provided, within ten days after the account thereof is forwarded or delivered to the said Railway Companies, respectively.

§ 12 If any of the said Railway Companies, respectively, shall make default for the period of three months in the payment of its said monthly rents, dues and tolls, or of any installment or part thereof, The Depot Company may, at its option, and at any time thereafter, said default still continuing, terminate this contract as to said defaulting company by notice in writing to that effect, and upon the service of such notice upon the president, superintendent or other general managing agent of any of the said Railway Companies, respectively, this contract shall terminate without other act of The Depot Company.

§ 13. In case default shall be made for the period of two months by any company using said railway station, in the payment of its proportion of said rentals, tolls and dues, including principal and interest upon the mortgage bonds issued or to be issued as herein set forth, The Depot Company may apportion, according to the provisions in this contract contained, the amount so in default and charge the same to the Railway Companies, respectively, which have made no default in said monthly account, as part of the rents, tolls and dues owing by said company, and each of said Railway Companies, respectively, hereby agrees to pay its full and proper proportion of the same as herein defined, but each party shall to that amount be subrogated to the rights and claims of The Depot Company as against such defaulting company. In the event that any of said railway companies pay, by reason of default of any other company party to this agreement, more than its true and proper proportion either of principal or interest due, or to become due, upon any of the three issues of mortgage bonds hereinbefore referred to, (including of the First and Refunding Gold Mortgage Bonds, only $11,500,000), the railway company or companies paying the portion of such principal or interest of any defaulting company shall, under said mortgages, be indemnified and subrogated to the rights of the holders and owners of said claims, whether for principal or interest, or both, and the trustee under said First and Refunding Mortgage is hereby directed and empowered by assignment of such claim or otherwise, to fully protect said railway company or companies paying the share of any defaulting company of such principal or interest. Such subrogation or assignment shall be subordinate to the claims of the trustee while acting for the bondholders. At the election of said companies, or any of them, in case of the payment of the principal of said First and Refunding Mortgage Gold Bonds or any part thereof by said companies or any of them, The Depot Company will issue new bonds secured by mortgage upon its property to give said companies or any of them declaring and making known to The Depot Company such election full indemnification and protection.

§ 14. Inasmuch as the entire aggregate annual rental, tolls and dues for the use of said grounds, depot, tracks, railways and transfer privileges is to be paid by the companies using the same in proportion to the amount of such use by each as aforesaid; and in case of the failure of any of the Railway Companies above mentioned to make use of the same, and pay their proportion of such aggregate annual rental, tolls, and dues as hereinbefore provided, whether on account of principal and interest of said mortgage bonds or expense of construction, maintenance

or operation, or otherwise, the expense of such use to the others will be increased; and the amount of stock issued as aforesaid to said companies has been divided among them, each company owning one-ninth of the stock of the corporation, and it has been agreed between the said companies that in the case of the failure of any of said companies, or the party or parties who shall succeed them in the ownership or operation of their respective railroads, to use and continue the use or to pay for the use of said Union Passenger Station from and after the time the same and the tracks thereto are ready for use, the capital stock so issued to the company or companies now owning and operating the railroad or railroads with respect to which such default shall occur, shall be forfeited to The Depot Company, and said stock having been issued subject to forfeiture as aforesaid; Now, therefore, the said Railway Companies, respectively, do hereby covenant and agree with The Depot Company, that in case any of the Railway Companies, or the party or parties who shall succeed it in the ownership or operation of its railroad, shall, at any time fail to make use of the terminal facilities of The Depot Company as hereinbefore covenanted and agreed, and thereafter to continue such use unless temporarily prevented by fire or other casualty to the same, or in case this contract shall be terminated by reason of the non-payment of the monthly rentals, tolls and dues, including principals and interest upon the mortgage indebtedness, as hereinbefore provided, the said capital stock issued to the said railway company shall, without any other act by The Depot Company, become and be forfeited to The Depot Company, and thereafter the said four per centum per annum dividend thereon hereinbefore mentioned, shall not be assessed or carried into the said aggregate amount of rents, tolls and dues, and shall not thereafter be assessed or paid in any manner, or any dividend thereon; but this provision shall not be construed to relieve the said railway company, its successors or assigns, from its covenants herein contained, to use and continue to use and to pay for the use of the said passenger depot, grounds and tracks as aforesaid, or from liability for damages for a breach thereof, or from any covenant herein contained, or from liability for a breach thereof.

§ 15. Should the number of railway companies making similar contracts with The Depot Company and admitted to use said passenger station of The Depot Company and its terminal facilities, be increased, or should the number of said railway companies using said facilities under a similar contract be decreased, the contribution of each company shall be ratably increased or reduced accordingly, so that each company will be required to pay its just and true proportion of said interest, taxes, assessments, charges, outlays and expenses upon the basis of user. Contribution to principal sum of mortgage indebtedness is to be made by said companies upon a numerical basis, as herein stated, and not otherwise; but before any company shall hereafter be admitted to the privileges and use of the depot facilities it shall first subscribe and pay for such number of shares of the capital stock of The Depot Company as shall be deemed equitable by its board of directors, subject to like forfeiture.

§ 16. The books, files and accounts of The Depot Company shall at all

reasonable times be open to the inspection of the president, superintendent and general managing agent of the said Railway Companies, respectively, or such officer or agent as they or any of them may appoint to inspect the same; and the statements, accounts and reports of the said Railway Companies, respectively, in respect of the passenger trains and cars running into and leaving said city of Saint Paul upon their railroads, respectively, and in respect of freight cars transferred by or for them to or from other roads or industries at said city of Saint Paul, shall be at all reasonable times open to the inspection of the president, superintendent and general managing agent of The Depot Company, or such officer or agent as it may appoint for the purpose of such inspection.

§ 17. The rule and basis of apportionment of the aggregate annual rentals, tolls and dues hereinabove laid down may be changed from time to time, as hereinafter provided. The board of directors of The Depot Company shall have the power to change the same from time to time with the assent of all the companies entitled to participate in the use of such Union Passenger Depot; and the action in the board of the individual members thereof, representing railroad companies entitled to participate in such use, assenting to such change, shall be deemed to be the assent of the companies represented by them, respectively; and at any time *Eliminated by Board Resolution of Feb. 1, 1923*, and not oftener than once in each twelve months thereafter, any of the companies entitled to participate in the use thereof may by its president, superintendent or general managing agent, make a demand in writing of The Depot Company by delivering the same to the president, superintendent or general managing agent thereof, to change the rule or basis of such apportionment on the ground that it is working unjustly to the company making such demand, specifying the change desired. If the board of directors of The Depot Company shall not within two months after such demand change such rule or basis of apportionment, with the assent of all the companies entitled to participate in the use of such depot, including the company making such demand, the matter may be determined by arbitration as follows: The company demanding such change shall select and report to The Depot Company, its president, superintendent or managing agent, in writing, a disinterested person of experience and skill in railway management as referee, and The Depot Company shall thereupon appoint a disinterested person of experience and skill in railway management, and if The Depot Company shall fail to make such appointment within one month after the reporting thereto of the appointment by the other party as aforesaid, then said company demanding such change may make such appointment for and on behalf of The Depot Company, and shall notify The Depot Company thereof in writing, and the two referees so selected shall select a third, who shall be also skilled and experienced in railway management, and the three so selected shall hear the said matter in controversy and shall determine the rule and basis of such apportionment, and their decision, or that of a majority of them, shall be final and conclusive upon all parties interested, and the rule or basis of apportionment so determined upon shall remain in force for one year thereafter and until again changed in accordance with the provisions of this

section; but nothing herein shall exonerate the company demanding such change, or any other company, from the payment of its proportion of such aggregate rental, tolls and dues as shall become due and payable during the pendency of the proceedings aforesaid, but each such company shall pay its proportion thereof monthly, ascertained by the rule of apportionment in force on the first day of the month for which the same is due; and nothing herein contained shall authorize or empower any change to be made in the basis by which the amount of the said aggregate annual rental, tolls and dues is to be arrived at as hereinbefore set forth.

§ 18. The Depot Company will proceed with all reasonable dispatch to construct, complete and equip, ready for use, such passenger station and tracks for access thereto, and transfer tracks between the railroads of the several companies hereinbefore mentioned, and it will construct its tracks for passenger trains and the transfer of freight cars so as to connect with the tracks of said several railway companies at such practicable place on the boundary of the lands and premises of The Depot Company as said companies may designate, said companies respectively constructing their own tracks to such place; and that it will acquire the necessary lands, premises and terminal facilities referred to in said plans and will complete a new union station substantially according to plans and specifications herein referred to, and will re-arrange, reconstruct and enlarge terminal facilities of The Depot Company.

Until The Depot Company shall engage in the construction of said new Union Passenger Station and terminal facilities, it will continue to maintain as at present, the facilities enjoyed by said Railway Companies, respectively.

§ 19. It is expressly stipulated and understood that all of the covenants and agreements to be performed by said Railway Companies under this agreement, are several and not joint, and in no event shall any of said Railway Companies be liable for the default of any of the other railway companies, except as herein expressly provided.

§ 20. The several covenants, conditions and stipulations of this agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, lessees and assigns. No assignment by any of the Railway Companies of any interest or right under this agreement, whether in connection with the sale of the assigning Railway Company's railway and other property or otherwise, shall release such assigning railway company from any of its obligations under this agreement. If any of the Railway Companies should be consolidated, the consolidated company shall be liable to make all payments and to perform all obligations hereunder which would be obligatory upon each of the constituent companies if such consolidation had not been made.

If the railroad of any of the Railway Companies should be sold or placed in the hands of a receiver, the purchaser or receiver shall be charged with

the duty of making all payments and performing all obligations binding upon such railway company by the terms hereof.

The Depot Company or the trustee named in said First and Refunding Mortgage may maintain and prosecute and enforce claim for the amount due under the terms of this agreement from any of the said Railway Companies, or in case of insolvency, bankruptcy or receivership, may prosecute and enforce claim for damages.

Any railway company succeeding to the rights, privileges and franchises of a defaulting company, whether by purchase or otherwise, may be required as a condition of admission to the use of the station and its terminal facilities, to pay the sums due from said defaulting company.

If a receiver of any railway company, tenant of The Depot Company, shall be appointed, such receiver shall be charged with the payment of the obligations of such defaulting company in respect of this contract, and may be required to affirm the contract as a condition of the use of said terminals.

This agreement shall not be construed as in any manner rescinding or changing the conditions, restrictions or other covenants contained in the said deed of the St. Paul, Minneapolis and Manitoba Railway Company to The Depot Company, dated January 13, 1880, save as herein expressly modified in respect of the number of tracks (and the connections therewith) to be assigned and provided for the exclusive or perferential and perpetual use of the Great Northern Railway Company, the successor of the St. Paul, Minneapolis and Manitoba Railway Company, and as reserved in the deed of said Great Northern Railway Company to The Depot Company.

If any property is conveyed to The Depot Company upon condition in respect to its use, operation, maintenance or otherwise, The Depot Company shall require, and the grantor shall give, a covenant in the deed of conveyance, or an agreement expressed in some other form of recordable written instrument, that before the grantor shall enter and retake the property conveyed by reason of the failure of The Depot Company to comply with any of such conditions, such grantor shall repay without interest to the trustee under said First and Refunding Mortgage, the consideration paid by The Depot Company for such conveyance; or, if said First and Refunding Mortgage shall then have been paid, such consideration shall be restored by said Grantor to The Depot Company, but without interest. If paid to said trustee, such moneys shall be retained by it as substituted security for the premises to which such condition was attached and by reason of the breach of which said grantor, or its successor may be entitled to re-enter and take possession of the premises.

Jacob M. Dickinson, in his capacity of Receiver of The Chicago, Rock Island and Pacific Railway Company, one of the parties to this agreement, joins said The Chicago, Rock Island and Pacific Railway Company in all the covenants herein, including guaranty of payment of the principal and interest of said First and Refunding Mortgage Gold Bonds in the principal sum of $11,500,000.00, or so much thereof as may be deemed necessary for

the purposes in said mortgage referred to. This Operating Agreement is executed by said Jacob M. Dickinson under and by virtue of the authority contained in certain orders of the District Court of the United States for the Northern District of Illinois, Eastern Division, in a certain action in which the American Steel Foundries is the complainant and The Chicago, Rock Island and Pacific Railway Company the defendant; but the covenants made herein by said receiver shall bind the trust estate, and shall, in no event, be construed to create upon the part of said Jacob M. Dickinson a personal or individual obligation; but it is understood that said The Chicago, Rock Island and Pacific Railway Company as reorganized, or such other corporation as may succeed the Receiver in possession of said trust estate, may be required to assume the obligations of the Receiver in respect of said contracts, guaranties or other undertakings as herein contained. The Depot Company may make this requirement as a condition of admission to the use of said station and its facilities.

This agreement is also executed by the officers of The Chicago, Rock Island and Pacific Railway Company in that behalf duly authorized by order of said United States District Court.

In Witness Whereof, the said parties hereto have caused these presents to be signed in twelve counterparts by their respective Presidents or Vice Presidents, in that behalf duly authorized, and impressions of their respective corporate seals to be hereunto affixed and attested by their respective Secretaries, or Assistant Secretaries, the day and year first above written.

The Saint Paul Union Depot Company,

[SEAL] *By* E. PENNINGTON,

Attest: *President.*

CHAS. JUNSCH, *Secretary.*

Signed, sealed and delivered in the presence of:

E. S. MCPHERSON

H. B. MCCLADY

(As to The St. Paul Union D. Co.)

Chicago, Milwaukee and St. Paul Railway Company,

[SEAL] *By* A. J. EARLING,

Attest: *President.*

E. W. ADAMS, *Secretary*

T. W. BURTNESS

F. E. KIRKLAND

(As to C. M. & St. P. Ry. Co.)

Chicago, St. Paul, Minneapolis and Omaha Railway Company,

[SEAL] *By* JAS. T. CLARK,

Attest: *President.*

C. A. LUCGO, *Assistant Secretary*

P. A. ROCKWELL

H. P. BARLOW

(As to C. St. P. M. & O. Ry. Co)

Chicago, Burlington and Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN,
Attest: *President.*
H. E. JARVIS, *Assistant Secretary.*

P. M. BENEDICK
J. R. KING
(As to C. B. & Q. R. R. Co.

Form Approved:
E. M. SHELTON

Minneapolis, St. Paul and Sault Ste. Marie Railway Company,

[SEAL] *By* E. PENNINGTON,
Attest: *President.*
G. W. WEBSTER, *Secretary*

E. S. MCPHERSON
M. MCGINN
(As to M. St. P. & S. S. M. Ry. Co.)

Great Northern Railway Company,

[SEAL] *By* E. C. LINDLEY,
Attest: *Vice-President.*
L. E. KATZENBACH, *Secretary*

LEWIS D. NEWMAN
G. E. MILLER
(As to Great Northern Ry. Co.)

Northern Pacific Railway Company,

[SEAL] *By* J. M. HANNAFORD,
Attest: *President.*
R. H. RELF, *Assistant Secretary*

A. V. FABIAN
R. W. CROWE
(As to Northern Pacific Ry. Co.)

Chicago Great Western Railroad Company,

[SEAL] *By* S. M. FELTON,
Attest: *President.*
J. F. COYKINDALL, *Secretary*

H. G. BUCK
P. T. MARWICK
(As to C. G. W. R. R. Co.)

The Minneapolis and St. Louis Railroad Company,

[SEAL] *By* W. H. BREMNER,
Attest: *Acting President.*
A. E. SMITH, *Asst. Secretary.*

O. L. JOHNSON
M. MCGINN
(As to M. & St. L. R. R. Co.)

The Chicago, Rock Island and Pacific Railway Company,

[SEAL] *By* A. C. RIDGWAY,

Attest: *2nd Vice-President.*

GEO. H. CROSBY, *Secretary*

H. M. SLOAN

E. A. FLEMING

(As to C. R. I. & P. Ry. Co.)

[SEAL] JACOB M. DICKINSON,

As Receiver of The Chicago, Rock Island and Pacific Railway Company, and not as an individual.

H. M. SLOAN

E. A. FLEMING

(As to Receiver, C. R. I. & P. Ry. Co.)

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

On this 14th day of April, 1917, before me a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came E. Pennington, President, and Charles Jensch, Secretary, of The Saint Paul Union Depot Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said E. Pennington is the President and the said Charles Jensch is the Secretary of The Saint Paul Union Depot Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL]

M. MCGINN,

Notary Public, Ramsey County, Minnesota.

My commission expires January 17, 1921.

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

On this 3rd day of May, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came A. J. Earling, President, and E. W. Adams, Secretary, of Chicago, Milwaukee and St. Paul Railway Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said A. J. Earling is the President, and the said E. W. Adams is the Secretary of Chicago, Milwaukee and St. Paul Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed

and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] JULIUS M. LORENZ,
Notary Public, Cook County, Illinois.

My commission expires October 6, 1917.

STATE OF MINNESOTA } SS.
COUNTY OF RAMSEY, }

On this 14 day of April, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came Jas. T. Clark, President, and C. A. Leggo, Assistant Secretary, of Chicago, St. Paul, Minneapolis and Omaha Railway Company, to me personally known, and known to me to be such President and Assistant Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said Jas. T. Clark, is the President, and the said C. A. Leggo is the Assistant Secretary of Chicago, St. Paul, Minneapolis and Omaha Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by Authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] P. A. ROCKWELL,
Notary Public, Ramsey County, Minnesota.

My commission expires June 20th, 1923.

STATE OF ILLINOIS } SS.
COUNTY OF COOK }

On this 20th day of April, 1917, before me, a notary public within and for said county duly commissioned and qualified to take and certify acknowledgements, personally came Hale Holden, President, and H. E. Jarvis, Asst. Secretary, of Chicago, Burlington and Quincy Railroad Company, to me personally known and known to me to be such President and Asst. Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said Hale Holden is the President, and the said H. E. Jarvis is the Asst. Secretary of Chicago, Burlington and Quincy Railroad Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] W. S. BURLEY,
Notary Public, Cook County, Illinois.

My commission expires October 4, 1918.

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

On this 16th day of April, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came E. Pennington, President, and G. W. Webster, Secretary, of Minneapolis, St. Paul and Sault Ste. Marie Railway Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said E. Pennington is the President, and the said G. W. Webster is the Secretary of Minneapolis, St. Paul and Sault Ste. Marie Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] M. McGINN,

My commission expires January 17, 1921.

Notary Public, Ramsey County, Minnesota

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

On this 7th day of April, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came E. C. Lindley, Vice-President, and L. E. Katzenbach, Secretary, of Great Northern Railway Company, to me personally known, and known to me to be such Vice President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said E. C. Lindley is the Vice-President, and the said L. E. Katzenbach is the Secretary of Great Northern Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] LEWIS D. NEWMAN,

Notary Public, Ramsey County, Minnesota.

My commission expires May 12, 1922.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

On this 9th day of April, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came J. M. Hannaford, President, and R. H. Relf, Assistant Secretary, of Northern Pacific Railway Company, to me personally known, and known to me to be such President and Assistant Secretary, respectively, of said corporation, who being by me first duly sworn, doth

depose and say, each for himself, that the said J. M. Hannaford is the President, and the said R. H. Relf is the Assistant Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] EDWIN IRLE,

Notary Public, Hennepin County, Minnesota.

My commission expires November 29, 1922.

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 8th day of May, 1917, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgements, personally came S. M. Felton, President, and J. F. Coykindall, Secretary, of Chicago Great Western Railroad Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said S. M. Felton is the President, and the said J. F. Coykindall is the Secretary of Chicago Great Western Railroad Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] B. M. JENSEN,

Notary Public, Cook County, Illinois.

My commission expires Oct. 24, 1920.

CONTRACTS, dated May 11, 1886, St. Paul, Minneapolis and Manitoba Railway Company, with Chicago, Burlington & Northern Railroad Company (Consolidated) at St. Paul and Minneapolis.

This Agreement, made this eleventh day of May, in the year of our Lord One Thousand Eight Hundred and Eighty-six, between the St. Paul, Minneapolis and Manitoba Railway Company, a corporation under the laws of the State of Minnesota, party of the first part, and the Chicago, Burlington and Northern Railroad Company, a corporation under the laws of the States of Wisconsin and Minnesota, party of the second part,

Witnesseth:

Whereas, the party of the second part is desirous of securing an entrance into Minneapolis over the tracks of the first party, and the first party is willing to afford trackage for that purpose upon the terms and conditions hereinafter defined.

Now therefore, the parties hereto, each of them in consideration of the covenants and agreements of the other herein contained, do hereby covenant and agree to and with each other as follows:

ARTICLE I.

The first party grants and leases to the second party for the term hereinafter provided, the right to run its locomotives, cars and trains, handled by its own employes, in the transaction of its own business as a railroad company, over the tracks of the first party from the point of junction with the tracks of the second party at or near Third Street in St. Paul, to a connection with the yard of the second party in West Minneapolis, which yard is to be situated northwesterly of the yard of the first party in West Minneapolis, and is to be connected with the main track of the first party at or near Holden Street, and if for better working of business of second party, at the east end of said yard, at such grade as the first party may from time to time fix, but which grade shall at all times allow a suitable and convenient connection.

The right hereby granted is to be held and exercised by the second party in common with the first party and such other railroad companies as now have or may hereafter acquire from the first party, its successors or assigns, the right to the use of all or any part of said tracks.

Provided, that the second party shall not have the right to use any of the existing side or passing tracks between said points, except those which are named in the schedule hereto attached and made a part hereof.

Provided further, that the second party shall not have or exercise, by virtue hereof, the right to use any part of the main tracks of the first party for switching or transfer purposes; but the setting in or taking out of cars by the second party's freight trains to or from any side or spur track which the second party shall be entitled to use under this agreement shall not be deemed switching, within the foregoing prohibition.

And provided further, that the second party shall not have the right to use for passenger trains that part of the tracks of the first party extending from the point of connection of such main tracks with the tracks of the Minneapolis Union Railway Company, on the southwest quarter of the southwest quarter (S. W. ¼ of S. W. ¼) of Section Nineteen (19), in Township twenty-nine (29), and Range Twenty three (23), in East Minneapolis to the point of connection of such main tracks with the tracks of the Minneapolis Union Railway Company at or near First Street in West Minneapolis; and the second party shall not have the right to the use of the main tracks of the first party west of the connection of such tracks with those of the Minneapolis Union Railway Company near First Street in West Minneapolis for its passenger trains, except to the extent of moving thereon its regular passenger trains arriving at and departing from the passenger depot of the said last named company, between said last named point of connection and said yard of the second party, for storage, standing and cleaning purposes, and subject to reasonable rules and regulations to be made by the party of the first part.

ARTICLE II.

From and after the first day of January, 1887, or from and after such earlier date as the second party shall begin to make use of such tracks, and during the continuance of this agreement, the second party, as compensation for the right hereby granted, and whether it shall have used such tracks or not, shall pay to the first party a monthly rent, which shall be a sum equal to the one-twelfth of two per cent on one million and seventy thousand dollars ($1,070,000), which sum of one million and seventy thousand dollars is, for the purposes of this agreement, agreed to be the value of the property, the right to the use of which is hereinbefore granted to the second party.

The second party shall pay to the first party, at its office in the City of St. Paul, the rent for each and every calendar month on or before the fifteenth day of the next succeeding month, in gold coin of the United States of the present standard of weight and fineness.

ARTICLE III.

The first party shall put in, maintain and operate the connections between the tracks of the parties hereto at the aforesaid points of connection, and shall also put in a connection between its said main tracks and any yards which the second party may hereafter establish in the City of St. Paul; such connections to be made in a manner, and at such place as will not unreasonably interfere with the business of the first party. The cost of putting in and maintaining and operating such connections, as well as the cost of putting in, maintaining and operating any safety appliances, signals or apparatus, in addition to those now existing, which shall be rendered necessary or proper by reason of making such connections, shall be wholly borne by the second party.

ARTICLE IV.

The second party will also pay to the first party monthly, during the continuance of this agreement, its proportion (fixed as hereinafter provided) of the amount disbursed by the first party during the last preceding calendar month, in keeping up, repairing, maintaining, renewing, replacing and operating the tracks, structures, apparatus and appliances, which the second party shall be entitled to the use and benefit of under this agreement (except the cost of maintaining and operating the connections and additional signal and safety appliances at the connections of the tracks of the parties hereto, which is to be borne by the second party as hereinbefore provided, and except also the cost of improvements permanent in their nature), including the expense of flagmen, switchmen, watchmen, road-masters, operators, and all other agents, servants, skilled and other workmen employed therefor, and including also premiums paid for insurance, and the expense of maintaining adequate telegraph facilities for the convenient operation of such tracks.

The sum so to be paid monthly by the second party shall bear the same proportion to the total amount so disbursed by the first party during any

calendar month which the number of wheels per mile that the second party shall run or cause to be run over the said tracks between the said points or over any part thereof during said month shall bear to the total number of wheels per mile run over the same during the same month by all parties using the same; and on or before the fifth day of each month the second party shall render to the first party at its office in St. Paul a statement of the number of wheels run by it over said tracks during the last preceding calendar month and the mileage thereof; and thereupon the first party shall render to the second party, at its office in St. Paul, a statement of the total number of wheels so run and the mileage thereof, and of the sum due from the second party as its proportion of the amount disbursed by the first party for the expense of maintenance and operation during said last preceding calendar month, and the second party shall, within ten days thereafter, pay said sum to said first party at its office in St. Paul.

ARTICLE V.

In case the proper accommodation of the business of the parties hereto and of the other companies now entitled to use said main tracks, or any part thereof, between the points aforesaid, shall render necessary the construction of one or more additional main tracks (or side tracks necessary for passing trains) for all or any part of the distance between said points, or the making of improvements permanent in their nature in, to, or upon or about said main tracks between said points, and the first party shall thereupon construct such tracks or make such improvements, the second party from and after the completion of any such additional main track or piece of main track or side track, or other improvement, shall have the same right to the use and benefit thereof, for and during the residue of the term of this agreement, which is hereinbefore granted to it to the use of the main tracks between the points aforesaid. And the net amount of the sums of money actually expended by the first party in the construction of any such main track, piece of main track or side track, or the making of any such permanent improvement, with interest from the time of disbursement to the completion of the same ready for use, at the rate of six per cent per annum, shall be considered, for the purposes of this agreement, the value thereof, and shall, at the time of such completion, be added to the valuation of one million and seventy thousand dollars hereinbefore agreed upon; and thereafter the second party shall pay as monthly rental, in addition to the monthly rental hereinbefore agreed upon for the property now existing, one-twelfth (1-12) of two per cent (2%) of the amount so added to such valuation; and all the provisions herein contained relating to the payment of said original monthly rental shall apply to each and every such increase thereof.

But in case the first party shall construct any such additional main track, or piece of main track, or side track for the meeting or passing of trains, or other permanent improvement, and such construction shall not be necessary for the proper accommodation of the parties hereto and the other companies now entitled to the use of said main tracks, or any part thereof, between said points, or, if necessary for that purpose, shall

have been made necessary by the admission of an additional company or companies to the use of such tracks, and would not otherwise have become necessary, then and in that case the foregoing provisions as to the increase of rental shall have no application to such main track, piece of main track or side track, or other improvement, but the amount, if any, to be added, by reason thereof, to the valuation of the existing property as hereinbefore agreed on and expressed, shall be such as the parties hereto shall agree upon, or, in case of disagreement, such as shall be fixed by arbitration as hereinafter provided. And such amount shall be added to such valuation, and from the date of the completion of such track or improvement the second party shall pay as monthly rental, in addition to the monthly rental hereinbefore agreed upon for the property now existing, one-twelfth (1-12) of two per cent (2%) of the amount so added to such original valuation; and all the provisions herein contained relating to the payment of said original monthly rental shall apply to each and every such increase thereof.

ARTICLE VI.

If the first party shall at any time during the continuance of this agreement determine to build or otherwise acquire any side, spur, or other track not now existing connecting with the main tracks of the first party which the second party is entitled to use under this agreement, and leading to any mill, manufactory, elevator, or other industry of any kind, the first party shall and will give immediate notice in writing to the second party of such determination, describing definitely such side, spur or other track; and the second party may, within ten days from the receipt of such notice, give to the first party written notice of its desire to use such track when completed, and thereupon the second party shall have, during the continuance of this agreement, the right and privilege to use, subject to reasonable rules and regulations to be made from time to time by the first party as hereinafter set forth, the said side, spur or other track, in common with the first party and such other railroad company or companies as now have or may hereafter acquire from the first party the right to use the same. And the amount of the sums expended by the first party in constructing such side, spur or other track, including all sums paid for right of way, with interest to the completion of the same, shall, upon the completion thereof, be added to the valuation as aforesaid of the now existing property; and from and after such completion the second party shall pay a monthly rental on such increased valuation at the same rate and in the same manner in all respects as it is herein required to pay upon such original valuation.

And it is agreed that the second party may, at any time during the continuance of this agreement, build or otherwise acquire any side, spur or other track connecting with the main line of the first party, between the points aforesaid (that is between the point of connection of the tracks of the parties hereto at Third Street in St. Paul, and the point of connection with the yard of the second party in West Minneapolis), and leading to any mill, manufactory or elevator or other industry of

any kind, to which the first party has no such track; but, before building or otherwise acquiring any such side, spur or other track, the second party shall give notice in writing to the first party of its determination so to do, describing definitely such side, spur or other track; and the first party may, within ten days after receipt of such notice, give to the second party written notice of its desire to use such track, when completed; and thereupon the first party shall have the right and privilege to use the same by paying the second party for such right the same compensation that the second party would have been required by the provisions hereof to pay to the first party if such track had been built or acquired by it. And the connection of any such side, spur or other track of the second party with such main tracks shall be made at such point as will not unreasonably interfere with the transaction of business on such main tracks.

ARTICLE VII.

The first party shall transfer the cars of the second party from the elevator of the St. Paul Elevator Company, near Como Avenue, in St. Paul, and such other elevators as said Elevator Company may hereafter construct upon the line of railroad of the first party to the yard of the second party in St. Paul, and from such yard to such elevator or elevators, on the same terms on which it shall at any time transfer the cars of other railroad companies to and from such elevators under the contract between the first party and the said Elevator Company, bearing date August 16, 1879, to the terms and provisions of which contract this agreement is made subject.

And the first party shall also, if so requested by the second party, transfer the cars of the second party to and from such elevators, mills, manufactories and other industries as now are or hereafter may be reached by any side or spur tracks of the first party in St. Paul or Minneapolis, connecting with the main tracks covered by this agreement, or as may be reached by any side or spur tracks of the second party, constructed under this agreement, and the yard of the second party in St. Paul, or its yard in Minneapolis, or any side track which the second party shall be entitled to use under this agreement, as may be most convenient to the second party, at such fair and proper charge for said switching service as is customary between railroads in said cities of St. Paul and Minneapolis, and not to exceed the lowest charge made for a similar service, under like circumstances, to other railroad companies in the said cities of St. Paul and Minneapolis.

ARTICLE VIII.

The second party shall, in addition to the rents, dues, tolls and contributions, and sums of money hereinbefore agreed to be paid by it, pay or otherwise hold harmless the first party from all taxes assessed on the earnings of the second party on said property.

ARTICLE IX.

All local business between St. Paul and Minneapolis, and all intermediate points, and within either city, and the earnings of all such business shall

belong exclusively to the first party and if the second party shall do any such local business, it shall account for and pay over to the first party all the earnings therefrom at the then existing tariff rates of the first party for such business; it being expressly understood and agreed that nothing herein contained shall render it obligatory upon the second party to do any such business except such as may be required by law.

ARTICLE X.

The first party, its successors and assigns, shall retain and have the right to admit other railroad companies or lines to the use of the property, rights and privileges and accommodations embraced in or covered by this contract, or any of them, or any part thereof, on such terms and conditions as the first party, its successors and assigns may see fit, but shall not, by such admission of any other company or companies, impair any of the rights hereinbefore granted to the second party, or unreasonably hinder, obstruct or incommode the second party in the use of such tracks, property or facilities, and the transaction of its business thereon.

ARTICLE XI.

The rights hereby granted to the second party are granted to it to be used, and shall be used, by it solely in its own business; and nothing in this agreement shall authorize the second party, under cover hereof, or otherwise, to use, or permit any other railway company or line of railway to use or have the benefit of using, for the transaction of the business of such or any other company or line, any of the rights hereinbefore granted to the second party.

ARTICLE XII.

The first party reserves, and shall have the right at any time to sell and convey any part of its railroad tracks or other property covered by this agreement, and to purchase or otherwise obtain or acquire such other property as shall be necessary, if any, for the accommodation of the business over its said line, Provided, that the facilities hereby granted shall not be materially impaired thereby.

In case of the sale of any property included in the valuation upon which the second party's rental is or shall be computed, as hereinbefore provided, but in no other case, the amount received therefrom shall be deducted from such valuation.

In case of the purchase or otherwise obtaining or acquiring of other property as aforesaid, such proportion of the cost thereof, shall be added to such valuation, and such increase of monthly rental made, as is hereinbefore provided for in case of permanent improvements by Article V hereof, and according to the principles of said Article V.

ARTICLE XIII.

All time cards, rules and regulations for the operation of trains over the tracks covered by this agreement shall be made from time to time by the first party, and the movement of trains over said tracks shall be

under the immediate direction of the first party's superintendent, and the second party agrees to observe and conform to all such time cards, rules and regulations. But such time cards, rules and regulations shall be reasonable and just and fair to all the parties interested in the use of said tracks and property, without unfair preference or discrimination in favor of or against either; and the interests of all parties as respects the times of the departure of trains from, and their arrival at St. Paul and Minneapolis, and their progress over said tracks, and in every other respect shall equally receive just, fair and reasonable protection; but the short passenger trains of the first party running between St. Paul and Lake Minnetonka, and between St. Paul and Minneapolis, and between Minneapolis and Lake Minnetonka, as well as all its suburban trains running a distance of not over one hundred miles from St. Paul or Minneapolis, on account of the promptness necessary for their efficient operation, may be accorded a reasonable preference of accommodation as respects time of departure from and arriving at St. Paul and Minneapolis, and the reasonable right to the prior use of the road.

ARTICLE XIV.

If the second party shall make default for the period of three months in the monthly payments to be made by it under this agreement the first party may, at its option, and at any time thereafter, such default still continuing, terminate this contract. Such option to terminate shall be exercised by serving notice in writing of such termination upon the president, superintendent, or other general managing agent of the second party, at its offices in St. Paul, and upon the serving of such notice, but not otherwise under this Article, this agreement shall at once terminate without any other act of the first party, and without working any forfeiture of the amounts due the first party under said agreement.

ARTICLE XV.

The party of the second part further agrees, that it will and it does hereby assume all risk of, and liability for, injury or damage to persons or to its own property, or to the property of third parties, caused by its trains, cars or locomotives operated over the said railways or tracks covered by this contract, whether arising from any act or omission, fault or neglect of the party of the second part, its officers, managers, agents or servants, or from any act or omission, fault or neglect of the party of the first part, its officers, managers, agents or servants, or from any act or omission, fault or neglect of the common servant or agent of both parties, and shall and will indemnify and keep harmless the party of the first part, its successors and assigns, against any and all claims, demands, loss, damage or injury on account thereof. The assumption of risk and liability, and the indemnity as aforesaid by the party of the second part, shall extend to and include all injury or damage to persons or to its own property, or to the property of third persons caused by its trains, cars or locomotives, by reason of, or growing out of defects in the said railways, or the bridges, structures, culverts, apparatus, instrumentalities

and appliances thereof, or used in connection therewith, and the absence of, or insufficiency of fencing, signboards, gates, cattle-guards, or any other instrumentality or thing; but if the party of the first part shall fail to repair defects in the tracks, bridges, culverts, switches, apparatus, instrumentalities and appliances aforesaid, or shall fail to erect and put in proper fences, signboards, gates, cattleguards or other proper instrumentality or thing, or to repair the same within a reasonable time after notice in writing so to do, specifying such defects and the places where such fences, signboards, gates, cattleguards or other thing or repairs thereon are needed, the party of the second part may repair such defects, and build and put in such fences, signboards, cattleguards, or other appliance or thing, or repair the same at the cost and expense of the party of the first part; the party of the second part after being reimbursed such cost and expense, to pay to the party of the first part such additional sum by way of rental or contribution to the expense of maintenance, renewals and repairs as shall be requisite and proper under the principles hereof. And in case any suits shall be brought agaist the party of the first part growing out of any such damage or injury, the party of the second part shall, upon notice thereof by the party of the first part, assume and attend to the defense thereof, and save and keep harmless the party of the first part from all expenses, counsel fees and costs.

ARTICLE XVI.

Any and all questions that may arise touching the construction of this contract, or any part thereof, or the rights of the parties thereunder, or concerning the business or manner or mode of transacting the business to be carried on under the provisions thereof, upon which the parties thereto cannot agree, shall be submitted to the arbitrament and award of a board of three disinterested persons experienced in railway management, one to be selected by the first party, its successors or assigns, and one by the second party, its successors or assigns. If either party shall refuse or neglect to appoint an arbitrator on its part within thirty days after written notice from the other of its appointment of an arbitrator on its part, the arbitrator so appointed by the party giving such notice, may and shall select and appoint a disinterested person experienced in railway management to act as arbitrator for and on behalf of the party so notified and refusing or neglecting to appoint. The two thus appointed shall select a third, and the board so appointed shall hear and determine the matter in controversy, and the decision and award of said board of arbitrators, or any two of them, shall be binding and conclusive upon said parties, their successors and assigns, with respect to the matters submitted to and decided by them.

ARTICLE XVII.

Any difference or controversy that may arise between the parties as to the construction or carrying out of this contract, or the rights of the parties thereunder, or the transaction of business under the provisions thereof, shall not interrupt the performance of the contract, or the continuance

of business thereunder; but such business shall continue to be transacted, and settlements and payments made thereunder, in the same manner in which the same had been transacted and made prior to the arising of such difference or controversy, or in case no practice with reference to the controverted matters shall have been established, then in accordance with the claim of the party of the first part, its successors or assigns, with respect thereto, until the matters of difference shall be finally determined by arbitration as hereinbefore provided; and thereupon such payments or restitution shall be made by the respective parties, as may be required by the decision of the arbitrators.

ARTICLE XVIII.

This agreement shall go into operation on the day of the date thereof, and shall continue in operation for twenty-five years from and after said date. But if at any time within five years from said date, the second party shall deliver to the President, Secretary or General Manager of the first party, a notification in writing signed by its President or General Manager, that it, the second party, desires this agreement to continue in operation for ninety-nine (99) years from the date thereof, then and in that case this agreement shall continue in force for the term of ninety-nine (99) years from the date thereof. And a certificate of the giving and receipt of said notice in writing, signed by the President of each party hereto, shall be endorsed on, or appended to each of the duplicates of this agreement.

Provided, that the monthly rentals required to be paid by the second party shall not commence until the second party has commenced the use of the main tracks of the first party between St. Paul and Minneapolis thereunder, provided such commencement of use shall not be later than the first day of January, A. D. 1887.

ARTICLE XIX.

All and singular the covenants, promises, agreements and provisions herein contained shall run to and inure to the benefit of and be obligatory upon the successors and assigns of the parties respectively.

In testimony whereof, the parties hereto have respectively caused their corporate seals to be hereunto fixed, and these presents to be signed by their respective Presidents and Secretaries in duplicate, the day and year first above written.

[Seal of the St. Paul, Minneapolis and Manitoba Railway Company.]

JAMES J. HILL,
President of the St. Paul Minneapolis and Manitoba Railway Company.

E. SAWYER,
Secretary of the St. Paul, Minneapolis and Manitoba Railway Company.

Executed by the Saint Paul, Minneapolis and Manitoba Railway Company,
In Presence of:
A. L. JENKS,
F. L. MOFFETT.
[Seal of the Chicago, Burlington and Northern Railroad Company.]

A. E. TOUZALIN,
President of the Chicago, Burlington and Northern Railroad Company.

J. MURRAY FORBES,
Secretary of the Chicago, Burlington and Northern Railroad Company.

Executed by the Chicago, Burlington and Northern Railroad Company,
In Presence of:
B. R. WATSON.
W. L. WATTS.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK. } SS.

On this eighth day of July, A. D. 1886, before me, a Notary Public in and for said County and Commonwealth, personally came A. E. Touzalin and J. Murray Forbes, both to me personally known, and they being by me duly sworn did each depose and say that the said A. E. Touzalin is the President, and the said J. Murray Forbes is the Secretary of the Chicago, Burlington and Northern Railroad Company, the Corporation described in the foregoing instrument as party of the second part thereto; that the seal affixed to said instrument as the Corporate Seal of said Company is such Corporate Seal, and was affixed thereto by the authority of said Company and its Board of Directors, and that they respectively subscribed the said instrument, the former as President, the latter as Secretary of said Company by like authority.

And the said A. E. Touzalin, President, and J. Murray Forbes, Secretary as aforesaid, to me well known to be such President and Secretary acknowledged the execution of the said instrument as the free act and deed of said Company, and that said corporation executed the same.

In testimony whereof, I have subscribed my name and affixed my notarial seal the day and year in this certificate written.

WILLIAM A. HAYES, 2d,
[SEAL] *Notary Public.*

STATE OF MINNESOTA, }
COUNTY OF RAMSEY. } SS.

On this 14th day of July, A. D. 1886, before me, a Notary Public, in and for said County and State, personally came Jas. J. Hill and Edward Sawyer, both to me personally known, and they being by me duly sworn, did each depose and say, that the said Jas. J. Hill is the President, and the said Edward Sawyer is the Secretary of the Saint Paul, Minneapolis and Manitoba Railway Company, the corporation described in the foregoing instrument as the party of the first part thereto; that the seal affixed

to said instrument as the corporate seal of said company, is such corporate seal, and was affixed thereto by authority of said company, and its Board of Directors, and that they respectively subscribed the said instrument, the former as President and the latter as Secretary of said Company by like authority.

And the said Jas. J. Hill, President, and Edward Sawyer, Secretary, as aforesaid, to me well known to be such President and Secretary, acknowledged the execution of the said instrument as the free act and deed of said Company, and that the said corporation executed the same.

In testimony whereof, I have subscribed my name and affixed my notarial seal, the day and year above in this certificate written.

HENRY KROGSTAD,
Notary Public,
Ramsey County, Minnesota.

[SEAL]

This Agreement, Made this eleventh day of May, in the year of our Lord, one thousand eight hundred and eighty-six, between the St. Paul, Minneapolis and Manitoba Railway Company, a corporation under the laws of the State of Minnesota, party of the first part, and the Chicago, Burlington and Northern Railroad Company, a corporation under the Laws of the States of Wisconsin and Minnesota, party of the second part, witnesseth:

The parties hereto, and each of them, in consideration of the covenants and agreements of the other herein containd, do hereby covenant and agree to and with each other as follows:

ARTICLE I.

The party of the second part shall have the right during the continuance of this contract, in and for its freight business at St. Paul, to the exclusive use of the most southerly freight depot of the party of the first part in the Third street yard of the first party, and to the use in common with the party of the first part, and its other tenants, if any, (to the extent that the party of the first part shall deem such common use necessary for the transaction of its own business or that of its other tenants), of such tracks in said yard, whether now laid or hereafter laid by the party of the first part, and of such ground about such depot and adjacent to one or more of said tracks as may be necessary for the reasonably convenient reception and delivery of freight at said depot, and for the loading and unloading of cars thereat, and for the loading and unloading directly into and from cars, such freight as is usually loaded directly into and unloaded directly from cars, including such use of tracks in said yard for switching purposes, as shall be necessary for the reasonably convenient use of said depot as a railway depot for the reception and discharge of freight. The party of the first part shall assign to the party of the second part, from time to time, the tracks so to be used by it, which shall be subject to change, from time to time, at the discretion of the party of the first part, and the party of the first part shall at all times afford the party of the second part a reasonable connection over its main tracks between the tracks in said yard so assigned to the party of the second part for its use, or some one of them, and the main

tracks of the party of the second part, at the point of junction of the tracks of the parties hereto, at or near Third street.

The party of the first part, its superintendent or other general managing agent, or under the authority of either of them its yardmaster may, from time to time, make rules and regulations for the use of all tracks which the party of the second part shall be entitled to use under this contract, and the party of the second part shall conform to and abide by them; but such rules and regulations shall be reasonable and just, and such as are calculated to subserve and facilitate equally the business of all parties doing business in said yard. Nothing herein shall be construed to confer upon the party of the second part the right to the use of the main tracks of the party of the first part for switching purposes, or any of the tracks of the party of the first part for transfer purposes, or for the use or accommodation of passenger trains, engines or cars, or any passenger business whatever. And so far as may be practicable, convenient and just to both parties hereto, the switching or movement of cars to be done in or to and from said Third street yard, for the party of the second part, in the transaction of its freight business as herein provided, shall be promptly, efficiently and fairly done by the party of the first part, its locomotives and agents, on such reasonable terms as may hereafter be agreed upon, and as shall represent the cost of such service to the party of the first part.

ARTICLE II.

The party of the second part shall, at its own cost and expense, keep the said freight depot, to the use of which it is entitled under this contract, at all times in good repair, and deliver the same upon good repair to the party of the first part at the termination of this contract. If said freight depot shall be damaged or destroyed by fire, or other casualty, during the term of this contract, the party of the second part shall, at its own cost and expense, restore the same to its former condition.

ARTICLE III.

The party of the first part shall bear the entire expense of putting in any and all new tracks in said yard which shall be necessary for the accommodation of the business to be done in said yard.

ARTICLE IV.

The party of the first part shall, during the continuance of this contract, maintain, repair and keep up all tracks in said yard used for freight purposes, which are now laid, or which may hereafter be laid, renewing and replacing the same, and the different parts and portions thereof as necessary, and the party of the second part shall contribute monthly to the cost and expense thereof as hereinafter set forth.

ARTICLE V.

The party of the second part, its successors and assigns, shall, not later than the first day of January, A. D. 1887, enter upon the use of said freight depot and facilities granted to it by this contract, and thenceforth continue

to use the same during the term of this contract, pursuant to the terms and conditions thereof, and shall pay to the party of the first part, its successors and assigns, for the right to the use of said depot and facilities hereby granted, from the commencement of such use, if it shall be before the said first day of January, A. D. 1887, and in any event from and after the date last aforesaid, to the end of the term of this contract, at the office of the party of the first part, in St. Paul a monthly rental of one thousand six hundred and sixty six dollars and sixty six cents, in gold coin of the United States of the present standard of weight and fineness, for each and every month of said term, whether it shall have used said depot and facilities or not,—the said monthly rental of each month to be paid on the tenth day of the next succeeding month.

ARTICLE VI.

The party of the second part, its successors and assigns, shall, in addition to the monthly rental aforesaid, pay to the party of the first part, its successors and assigns, in each and every month during the continuance of this contract, such proportion of the cost and expense of keeping up, repairing, maintaining, renewing and replacing all the tracks in said yard which shall be used for freight purposes, and the apparatus, instrumentalities and appliances connected with the same, and the operation thereof, as the number of freight cars, loaded or empty, which the said party of the second part, or its agents, shall run or cause to be run into and from said yard, during the last preceding calendar month, bears to the whole number of freight cars run into and out of said yard during the same period of time; and for the purpose of such monthly settlement the party of the second part shall, on or before the fifth day of each month, report to the party of the first part, at its office in St. Paul, the number of cars run into and out of said yard, by or for it, during the last preceding calendar month; and thereupon the first party shall render to the second party, at its office in St. Paul, a statement of the whole number of freight cars run into and out of said yard during said month, and also of the sum due from said second party under this article, and within ten days thereafter the second party shall pay said sum to the first party, at its office in St. Paul.

ARTICLE VII.

The rights hereby granted to the second party are granted to it to use, and shall be used by it, solely in its own business, and nothing in this agreement shall authorize the second party under cover hereof or otherwise to use or permit any other railway company or line of railway to use or have the benefit of using for the transportation of the business of such or any other railway company or line or railway any of the rights hereinbefore granted to the second party.

And the party of the second part shall not have the right to the use of said depot and facilities, or any part thereof, or any rights and privileges under this agreement, for any local business whatever between St. Paul and Minneapolis, or any intermediate point, or any local business within the city of St. Paul, done on or over any tracks of the party of the first part.

ARTICLE VIII.

The party of the second part further agrees that it will, and it does hereby assume all risk of and liability for injury or damage to persons or to its own property, or to the property of third parties, caused by its locomotives, trains or cars, operated on or over the tracks covered by this contract, or by the locomotives of the party of the first part while engaged in moving cars or trains for the party of the second part on or over said tracks, if they shall at any time be so engaged, or arising from the loss, injury or destruction in said depot or yard of any property delivered therein for transportation by the party of the second part, or by it brought into said depot or yard, whether arising from any act or omission, fault or neglect of the party of the second part, its officers, managers, agents or servants, or of the party of the first part, its officers, managers, agents or servants or of the common agent or servant of both parties.

And in case any suits shall be brought against the party of the first part, growing out of any such damage, loss, destruction or injury, the party of the second part shall, upon being notified thereof by the party of the first part, assume and attend to the defense thereof, and save and keep harmless the party of the first part from all expenses, counsel fees and costs.

ARTICLE IX.

If the party of the second part shall make default for the period of three months in the monthly payments to be made by it under this contract, the party of the first part may, at its option, and at any time thereafter, such default continuing, terminate this contract. Such option to terminate shall be exercised by serving notice in writing of such termination upon the president, superintendent, or other general managing agent of the party of the second part, at the offices of said company in St. Paul, and upon the service of such notice, but not otherwise under this article, this contract shall at once terminate, without any other act of the party of the first part, and without working any forfeiture of the amounts due the party of the first part under this contract.

ARTICLE X.

If the party of the second part, its successors or assigns, shall make default in the use of the tracks, property and facilities the right to the use of which is granted to it for trackage to Minneapolis, under the contract between the parties hereto, entered into contemporaneously and bearing even date with this contract, or in the use of the tracks, property and facilities of the Minneapolis Union Railway Company, under the contract between it and the last named company, also entered into contemporaneously and bearing even date herewith, or shall make default for the period of three months in the monthly payments to be made by it, under either of said contracts, or if either of said contracts shall for any cause cease or determine before the expiration of the term of this contract, then, at the option of the party of the first part, to be exercised at any time thereafter, such default still continuing, this contract shall terminate. Such option to terminate shall be exercised by

serving notice of such termination upon the President, Superintendent or other general managing agent of the party of the second part, at the office of said company in St. Paul, and upon the service of such notice, but not otherwise under this article, this contract shall at once terminate, without any other act of the party of the first part, and without working any forfeiture of the amounts due the party of the first part hereunder.

ARTICLE XI.

The party of the second part, in addition to the rents, dues, contributions, expenses and sums of money hereinbefore agreed to be paid by it, shall pay or otherwise hold harmless the party of the first part from all taxes assessed on the earnings of the party of the second part on the property of the party of the first part.

ARTICLE XII.

Any and all questions that may arise touching the construction of this contract, or any part thereof, or the rights of the parties thereunder, or concerning the business or manner or mode of transacting the business to be carried on under the provisions thereof, upon which the parties thereto cannot agree, shall be submitted to the arbitrament and award of a board of three disinterested persons, experienced in railroad management, one to be selected by the party of the first part, its successors or assigns, and one by the party of the second part, its successors or assigns. If either party shall refuse or neglect to appoint an arbitrator on its part, within thirty days after written notice from the other of the appointment of an arbitrator on its part, the arbitrator so appointed by the party giving such notice may and shall select and appoint a disinterested person experienced in railroad management, to act as arbitrator for and on behalf of the party so notified and refusing or neglecting to appoint. The two thus appointed shall select a third, and the board so appointed shall hear and determine the matter in controversy, and the decision and award of such board of arbitrators, or of any two of them, shall be binding and conclusive on said parties, their successors and assigns, with respect to the matters submitted to and decided by them.

ARTICLE XIII.

Any difference or controversy that may arise between the parties as to the construction or carrying out of this contract or the rights of the parties thereunder, or the transaction of business under the provisions thereof, shall not interrupt the performance of the contract, or the continuance of the business thereunder, but such business shall continue to be transacted and settlements and payments made thereunder in the manner in which the same had been transacted and made prior to the arising of such difference or controversy, or in case no practice with reference to the controverted matters shall have been established, then in accordance with the claim of the party of the first part, its successors or assigns, with respect thereto, until the matters of difference shall be finally determined by arbitration as hereinbefore provided; and thereupon such payments or restitutions shall be made by the respective parties as may be required by the decision of the arbitrators.

ARTICLE XIV.

This contract shall go into operation on the day of the date thereof, and shall continue in operation for the term of eight (8) years from the first day of January, 1887, but the monthly rental required to be paid by the party of the second part shall not commence until the party of the second part has commenced the use of said depot and tracks in said Third street yard, thereunder, provided, that such commencement of use shall not be later than the first day of January, 1887, provided, however, that the party of the second part shall have the right to terminate this contract at any time after three years from the first day of January, 1887, by giving one year's notice in writing to the party of the first part of its intention so to do.

ARTICLE XV.

All and singular the covenants, promises and agreements herein contained shall run and apply to, and bind the successors and assigns of the parties respectively.

In testimony whereof, the parties hereto have respectively caused their corporate seals to be hereunto affixed and these presents to be signed by their respective presidents and secretaries in duplicate, the day and year first above written.

St. Paul, Minneapolis and Manitoba Railway Company,

[SEAL] *By* JAS. J. HILL,

Attest: *President.*

E. SAWYER, *Secretary.*

In Presence of

A. L. JENKS,

F. L. MOFFETT.

Chicago, Burlington and Northern Railroad Company,

[SEAL] *By* A. E. TOUZALIN,

President.

J. MURRAY FORBES, *Secretary.*

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.

On this eighth day of July, A. D. 1886, before me, a notary public in and for said county and commonwealth, personally came A. E. Touzalin and J. Murray Forbes, both to me personally known, and they being by me duly sworn, did each depose and say that the said A. E. Touzalin is the president, and the said J. Murray Forbes is the secretary of the Chicago, Burlington and Northern Railroad Company, the corporation described in the foregoing instrument as party of the second part thereto; that the seal affixed to said instrument as the corporate seal of said company is such corporate seal, and was affixed thereto by the authority of said company and its board of directors, and that they respectively subscribed the said instrument, the former as president, the latter as secretary of said company by like authority.

And the said A. E. Touzalin, president, and J. Murray Forbes, secretary,

as aforesaid, to me well known to be such president and secretary acknowledged the execution of the said instrument as the free act and deed of said company, and that said corporation executed the same.

In testimony whereof, I have subscribed my name and affixed my notarial seal the day and year above in this certificate written.

[SEAL.] WILLIAM A. HAYES, 2D.
Notary Public,

STATE OF MINNESOTA, } ss.
COUNTY OF RAMSEY, }

On this 14th day of July, A. D. 1886, before me, a notary public in and for said county and state, personally came Jas. J. Hill and Edward Sawyer, both to me personally known, and they being by me duly sworn, did each depose and say, that the said Jas. J. Hill is the president and the said Edward Sawyer is the secretary of the St. Paul, Minneapolis and Manitoba Railway Company, the corporation described in the foregoing instrument as the party of the first part thereto; that the seal affixed to said instrument as the corporate seal of said company, is such corporate seal, and was affixed thereto by the authority of said company, and its board of directors, and that they respectively subscribed the said instrument, the former as president the latter as secretary of said company by like authority.

And the said Jas. J. Hill, president, and Edward Sawyer, secretary, as aforesaid, to me well known to be such president and secretary, acknowledged the execution of the said instrument as the free act and deed of said company and that said corporation executed the same.

In testimony whereof, I have subscribed my name and affixed my notarial seal, this day and year above in this certificate written.

HENRY KROGSTAD,
Notary Public,
[SEAL.] Ramsey County, Minn.

EXHIBIT A.

Memorandum of Understanding and Agreement, between the St. Paul, Minneapolis and Manitoba Railway Company, first party, and the Chicago Burlington and Northern Railroad Company, second party;

Whereas, The first party is the owner of certain freight depots, tracks, yards and other facilities in the city of Minneapolis;

And whereas, The second party desires to make a temporary use of aforesaid facilities.

And whereas, The second party intends at a later day to make a system of freight depots and freight yards adjoining those of the first party;

Now, therefore, It is agreed by and between the respective parties, as follows:

First. The first party agrees for a period of three years from the first day of December, 1886, to provide to the second party in the yard of the first party in the City of Minneapolis, the freight facilities necessary for doing the business of the second party in as thorough a manner as can be afforded without danger to their own business. If it be practicable to do so, the first party agrees to give the second party a separate freight house,

and a separate set of freight tracks for doing the business of the said second party; and if this be impracticable, then the aforesaid freight facilities shall be used satisfactorily to the second party, so as to afford the best facilities for doing the business of the first and second parties together. Whenever there is any surplusage of business of the second party by reason of unusually large tonnage received at Minneapolis, the first party agrees, if there be not satisfactory track room allotted to second party to provide trackage from its portion of said yards in the city of Minneapolis, for the storing and delivering of the said surplusage of freight.

Second. The second party is to pay to the first party a fair rent, as may be agreed upon hereafter, for the use of the aforesaid facilities, and is to pay to the first party a fair proportion of the expenses of running the freight houses, freight yards, etc., in accordance with terms of division usual between companies under the same circumstances.

Third. It is agreed between the two parties that the location of the freight house of the second party shall be made adjoining that of the first party, and the first party agrees to join in a system of development of the grounds and yards connected with the said adjoining freight houses as will best serve the conjoint interests of the two parties, the first party to afford leads and connections of its main track with the said yard.

Dated St. Paul, Minn., May 11th, 1886.

Chicago, Burlington & Northern R. R. Co.

By A. E. TOUZALIN,

President.

St. Paul, Minneapolis & Manitoba Railway Company,

By.....

President.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } SS.

On this eighth day of July, A. D., 1886, before me a notary public in and for said county and comonwealth, personally came A. E. Touzalin, to me personally known, and being by me duly sworn did depose and say that he is the president of the Chicago, Burlington and Northern Railroad Company, the corporation described in the foregoing instrument as party of the second part thereto; and that he subscribed said instrument by the authority of said company and its board of directors. And the said A. E. Touzalin, president, as aforesaid, to me well known to be such president, acknowledged the execution of the said instrument as the free act and deed of said company, and that said corporation executed the same.

In Witness Whereof, I have subscribed my name and affixed my notarial seal the day and year above in this certificate written.

[SEAL] WILLIAM H. HAYES 2d,

Notary Public.

STATE OF MINNESOTA, }
COUNTY OF RAMSEY, } SS.

On this ——— day of July, A. D. 1886, before me, a notary public, in and for said county and state, personally came Jas. J. Hill, to me personally

known, and being by me duly sworn, did depose and say that he is the president of the Saint Paul, Minneapolis and Manitoba Railway Company, the corporation described in the foregoing instrument, as party of the first part thereto; and that he subscribed said instrument by the authority of said company, and its board of directors. And the said Jas. J. Hill, president as aforesaid, to me well known to be such president, acknowledged the execution of said instrument, as the free act and deed of said company, and that said corporation executed the same.

In Witness Whereof, I have subscribed my name and affixed my notarial seal the day, and year above in this certificate written.

.....,

Notary Public,
Ramsey County, Minn.

EXHIBIT B.

Memorandum of Agreement, made by and between the St. Paul, Minneapolis and Manitoba Railway Company, first party, and the Chicago, Burlington and Northern Railroad Company, second party:

First. The first party agrees to afford the use of its engine houses in St. Paul and Minneapolis for the storing and caring of the engines belonging to the second party, whose runs may terminate at St. Paul and Minneapolis, for such period of time as the second party may be without engine houses of its own, but for a period not exceeding three years. The terms for the said storage and care to be agreed upon hereafter, but not to be in excess of the usual charges made between railroad companies for such service.

Second. The first party agrees to sell to the second party, either the whole or half interest in fifteen or twenty acres of land lying west of Como avenue, being a strip 1,980 feet long by 300 feet wide, at a maximum price of $3,000 per acre, the said strip lying west of Como avenue and south of the Manitoba road. It is agreed by the second party that a joint yard for the use of the two companies shall be made on the said tract. If the Manitoba road does not desire the said joint yard, then the tract of land may be divided into two yards for the respective companies, or the whole of the said tract will be sold to the Northern road at the price above stated.

St. Paul, Minneapolis and Manitoba Railway Company,
By:
President.

Chicago, Burlington and Northern Railroad Company,
By A. E. TOUZALIN,
President.

St. Paul, Minn., May 11th, 1886.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.

On this eighth day of July, A. D. 1886, before me, a notary public in and for said county and commonwealth, personally came A. E. Touzalin, to me personally known, and being by me duly sworn did depose and say that he is the president of the Chicago, Burlington and Northern Railroad Company,

the corporation described in the foregoing instrument as party of the second part thereto; and that he subscribed said instrument by the authority of said company and its board of directors. And the said A. E. Touzalin, president, as aforesaid, to me well known to be such president, acknowledged the execution of the said instrument as the free act and deed of said company and that said corporation executed the same.

In Witness Whereof, I have subscribed my name and affixed my notarial seal the day and year above in this certificate written.

[SEAL] WILLIAM A. HAYES, 2d,
Notary Public.

STATE OF MINNESOTA, }
COUNTY OF RAMSEY, } ss.

On this ——— day of July, A. D. 1886, before me, a notary public, in and for said county and state, personally came Jas. J. Hill, to me personally known, and being by me duly sworn, did depose and say, that he is the president of the Saint Paul, Minneapolis and Manitoba Railway Company, the corporation described in the foregoing instrument, as party of the first part thereto; and that he subscribed said instrument by the authority of said company, and its board of directors. And the said Jas. J. Hill, president as aforesaid, to me well known to be such president, acknowledged the execution of said instrument, as the free act and deed of said company, and that said corporation executed the same.

In Witness Whereof, I have subscribed my name and affixed my notarial seal the day and year above in this certificate written.

.....,
Notary Public,
Ramsey County, Minnesota.

Memorandum of Understanding and Agreement, between the St. Paul, Minneapolis and Manitoba Railway Company, first party, and the Chicago, Burlington & Northern Railroad Company, second party:

Whereas, The first party is the owner of certain freight depots, tracks, yards and other facilities in the city of Minneapolis;

And Whereas, The second party desires to make a temporary use of the aforesaid facilities;

And whereas, The second party intends at a later day to make a system of freight depots and freight yards adjoining those of the first party;

Now, therefore, It is agreed by and between the respective parties, as follows:

First. The first party agrees for a period of three years from the first day of December, 1886, to provide to the second party in the yard of the first party in the city of Minneapolis, the freight facilities necessary for doing the business of the second party in as thorough a manner as can be afforded, without damage to their own business. If it be practicable to do so, the first party agrees to give to the second party a separate freight house, and a separate set of freight tracks for doing the business of the

said second party, and if this be impracticable, then the aforesaid freight facilities shall be used satisfactorily to the second party, so as to afford the best facilities for doing the business of the first and second parties together. Whenever there is any surplusage of business of the second party by reason of unusually large tonnage received at Minneapolis, the first party agrees, if there be not satisfactory track room allotted to second party, to provide trackage from its portion of said yards in the city of Minneapolis, for the storing and delivering of the said surplusage of freight.

Second. The second party is to pay to the first party a fair rent, as may be agreed upon hereafter, for the use of the aforesaid facilities, and is to pay to the first party a fair proportion of the expenses of running the freight houses, freight yards, etc., in accordance with terms of division usual between companies under the same circumstances.

Third. It is agreed between the two parties that the location of the freight house of the second party shall be made adjoining that of the first party, and the first party agrees to join in a system of development of the grounds and yards connected with the said adjoining freight houses as will best serve the conjoint interest of the two parties, the first party to afford leads and connections of its main track with the said yard.

Dated St. Paul, Minn, May 11th, 1886.

Chicago, Burlington & Northern R. R. Co.,
By A. E. TOUZALIN,
President.

St. Paul, Minneapolis & Manitoba Ry. Co.,
By JAS. J. HILL,
President.

Memorandum of Agreement, made by and between the St. Paul, Minneapolis and Manitoba Railway Company, first party, and the Chicago, Burlington & Northern Railroad Company, second party:

First. The first party agrees to afford the use of its engine houses in St. Paul and Minneapolis, for the storing and caring of the engines belonging to the second party, whose runs may terminate at St. Paul and Minneapolis, for such a period of time as the second party may be without engine houses of its own, but for a period not exceeding three years. The terms for the said storage and care to be agreed upon hereafter, but not to be in excess of the usual charges made between railroad companies for such service.

Second. The first party agrees to sell to the second party, either the whole or a half interest in fifteen or twenty acres of land lying west of Como avenue, being a strip nineteen hundred and eighty feet long by three hundred feet wide, at a maximum price of three thousand dollars per acre, the said strip lying west of Como avenue and south of the Manitoba road. It is agreed by the second party that a joint yard for the use of two companies shall be made on the said tract. If the Manitoba road does not desire the said joint yard, then the tract of land may be divided into two yards for the

respective companies, or the whole of the said tract will be sold to the Northern road at the price above stated.

St. Paul, Minneapolis & Manitoba Railway Company,
By JAS. J. HILL,
President.

Chicago, Burlington & Northern Railroad Company,
By A. E. TOUZALIN,
President.

St. Paul, Minn., May 11th, 1886.

No. 83—A—D

Chicago, Burlington & Northern Railroad Company.

GENERAL MANAGER'S OFFICE.

St. Paul, Minn., June 15, 1886.

J. J. Hill, Esq.,
President St. P., M. & M. Ry. Co.,
City.

Dear Sir:

Enclosed please find certified copies of the record showing the ratification by our board of directors of certain contracts made by you as president, with the president of our company, said contracts relating to

The use of the Minneapolis Union Railway.
Trackage between St. Paul and Minneapolis.
Freight facilities at St. Paul and Minneapolis.
Purchase of certain land near St. Paul.

Will you be kind enough to acknowledge receipt.

Yours truly,
GEO. B. HARRIS,
General Manager.

At a meeting of the board of directors of the Chicago, Burlington and Northern Railroad Company held at the company's office, June 4, 1886, the following vote was passed:

Voted: That the contract made by the president of this company with the president of the Minneapolis Union Railway Company, bearing date May 11, 1886, relating to the use of the terminal and transfer facilities of the Minneapolis Union Railway Company as shown forth in said contract, is hereby ratified and confirmed.

A true copy.
Attest:
[SEAL] J. MURRAY FORBES,
Secretary.

At a meeting of the board of directors of the Chicago, Burlington & Northern Railroad Company held at the company's office June 4, 1886, the following vote was passed:

Voted: That the contract made by the president of this company with the president of the St. Paul, Minneapolis and Manitoba Railway Company,

bearing date May 11, 1886, relating to the use of the St. Paul, Minneapolis and Manitoba Ry. Co.'s line, side tracks, passing tracks, etc., etc., between the cities of St. Paul and Minneapolis and extending from Third street in St. Paul to the freight depot of this company in Minneapolis is hereby ratified and confirmed.

A true copy.

Attest:

[SEAL] J. MURRAY FORBES,
Secretary.

At a meeting of the board of directors of the Chicago, Burlington & Northern Railroad Company, held at the company's office June 4, 1886, the following vote was passed:

Voted: That the agreement made by and between the president of this company and the president of the St. Paul, Minneapolis and Manitoba Railway Company, relating to:

1st. The use of a freight house belonging to the Manitoba Company at St. Paul.

2nd. The use of certain freight facilities at Minneapolis.

3rd. The purchase of a certain piece of land near St. Paul and its joint use with the Manitoba road.

are hereby ratified and confirmed.

A true copy.

Attest:

[SEAL] J. MURRAY FORBES,
Secretary.

This Agreement, made this eleventh day of May, A. D. one thousand eight hundred and eighty-six, between the Minneapolis Union Railway Company, a corporation of the state of Minnesota, party of the first part, and the Chicago, Burlington and Northern Railroad Company, a corporation under the laws of the states of Minnesota and Wisconsin, party of the second part, *Witnesseth:*

Whereas, the party of the first part has constructed a line of railway from a point of junction with the main line of railway of the St. Paul, Minneapolis and Manitoba Railway Company, in the southwest quarter of the southwest quarter of section 19, in township 29, of range 23, in East Minneapolis, and thence crossing the Mississippi river by a stone bridge, to another point of junction with the main line of the St. Paul, Minneapolis and Manitoba Railway Company at or near First street in Minneapolis, and has constructed and equipped commodious passenger depots in West Minneapolis and East Minneapolis upon the said line, and proposes to construct such further portion of the lines described in its Articles of Incorporation, and such branches, spurs, and transfer tracks leading from such lines to a connection with other railroads and to important industries requiring special railway accommodation or facilities as it shall hereinafter determine; and it is the purpose of the party of the first part to afford railroad companies owning or operating lines of railroad through or into Minneapolis,

the right to the use in common of its tracks, depots and facilities to such extent, for such compensation and upon such terms and conditions as may be agreed upon between the first party and such other companies respectively, which purpose has already been carried into effect with respect to several railroad companies and lines of railroad.

And Whereas, the party of the second part has secured an entrance for its line into Minneapolis over the tracks of the St. Paul, Minneapolis and Manitoba Railway Company, and desires the use of the tracks, depots and facilities of the first party, and the first party is willing to afford the same to the extent and upon the terms and conditions hereinafter defined;

Now, Therefore, the parties hereto, each of them, in consideration of the covenants and agreements of the other herein contained, do covenant and agree to and with each other as follows:

ARTICLE I.

The second party shall have during the term of this contract the right and privilege to the use and enjoyment for and in the transaction of the business which it shall do, and shall have the right to do over the main tracks of the St. Paul, Minneapolis and Manitoba Railway Company, between St. Paul and Minneapolis, but in or for no other business, and subject to the limitations and restrictions hereinafter contained, of all and singular the railways and tracks of the party of the first part now constructed, or which may hereafter during the continuance of this contract be constructed, acquired, controlled, or operated by the first party, and of its passenger depots in West Minneapolis and East Minneapolis, with the furniture, appendages, and appurtenances thereof, in the manner and for the compensation and upon the terms and conditions hereinafter mentioned. Said use to be in common with the party of the first part and such other railroad companies as the first party has heretofore admitted or may hereafter admit to a participation in the use and enjoyment of said property.

ARTICLE II.

The party of the first part shall assign to the party of the second part, from time to time, a suitable track or tracks connecting its passenger depots in West Minneapolis and East Minneapolis with the main tracks of the St. Paul, Minneapolis and Manitoba Railway Company at the junction on the southwest quarter of the southwest quarter of section nineteen, in township twenty-nine of range twenty-three in East Minneapolis, for the use of the passenger trains operated by the party of the second part and into Minneapolis.

It shall also assign to the party of the second part, from time to time, a suitable track or tracks connecting the said passenger depot in West Minneapolis with the main tracks of the St. Paul, Minneapolis and Manitoba Railway Company at the junction at or near First street in West Minneapolis, for use in moving its passenger trains and engines between said passenger depot and the yard of the party of the second part, situate, or to be situated northwesterly of the yard of the St. Paul, Minneapolis and Manitoba Railway Company, and to be connected with the main tracks thereof at

some point to be hereafter agreed upon, for storage, standing and cleaning purposes at said yard. The party of the first part, or its superintendent or general managing agent may, from time to time, establish such reasonable time cards, rules and regulations as will conduce to keep all the said tracks open and free for use; and the party of the second part shall comply with and conform to such time cards, rules and regulations.

ARTICLE III.

The party of the first part shall, at all times during the continuance of this contract, transfer or cause to be transferred upon the tracks and railways which the party of the first part shall have the right to the use or benefit of under this contract, with all reasonable celerity, or at its option permit the party of the second part, or such agents as may be agreed upon, to transfer upon said tracks and railways from the said junctions of the railroad of the St. Paul, Minneapolis and Manitoba Railway Company with the tracks of the party of the first part to the railroad of any other railroad company or any industry to which such transfer tracks shall extend, and from such other railroads and such industries to the said points of junction, any and all loaded or empty freight cars which the party of the second part, in the transaction of the business for which accommodation and facilities are granted by this contract, shall desire to have so transferred; provided, that the party of the second part shall not have the right to transfer, or have transferred, its regular freight trains over the railways or tracks of the party of the first part, or any part thereof, or have the use of any of the tracks, property or facilities of the party of the first part for regular freight trains.

The party of the first part, or its superintendent or general managing agent may, from time to time, establish such reasonable rules and regulations as will conduce to the rapid, safe and convenient transfer of freight cars upon said tracks; and the party of the second part, if permitted to do such transfer, shall comply with and conform to such rules and regulations.

ARTICLE IV.

The rights hereby granted to the second party are granted to it to be used, and shall be used by it, solely for its own business, which the second party has a right to do to and from Minneapolis over the tracks of the St. Paul, Minneapolis and Manitoba Railway Company; and nothing in this agreement shall authorize the second party, under cover hereof or otherwise, to use or permit any other railway company or line of railway to use or have the benefit of using, for the transaction of the business of such or any other company or line, any of the rights hereinbefore granted to the second party.

ARTICLE V.

The party of the first part shall have the right, at any time during the continuance of this contract, to admit other railroad companies to the use of the tracks, depots, property and facilities covered by this contract, on such terms and conditions as it shall see fit, and to use for its own engines, cars and trains, or assign to other railroad companies heretofore or hereafter

admitted to a participation in the use thereof, for the use of their passenger trains, the same track or tracks assigned to the party of the second part for the use of its passenger trains, and to use and to permit to be used the track or tracks assigned to the party of the second part for the use of its passenger trains for the transaction of transfer or any other business; provided, that the first party shall at all times furnish to the party of the second part convenient and adequate tracks and other facilities for the transaction of the business of the second party.

The time cards, rules and regulations to be established by the first party, or its superintendent or general managing agent, shall be reasonable, just and fair to all parties participating in the use of said tracks, depots, property and transfer facilities, wthout unfair preference or discrimination in favor of or against either; and the interests of all parties as respects the times of departures of trains from, and arrival at said depots over said tracks, and the transfer of freight cars, and in every other respect shall equally receive just care, consideration and protection; but the short passenger trains of the St. Paul, Minneapolis and Manitoba Railway Company, running between St. Paul and Lake Minnetonka, and between St. Paul and Minneapolis, and between Minneapolis and Lake Minnetonka, as well as all its suburban trains running a distance of not over one hundred miles from St. Paul or Minneapolis, may be accorded a reasonable preference of accommodation as respects the time of arrival at and departing from said depots, and the reasonable right to the prior use of said tracks.

ARTICLE VI.

The party of the first part shall maintain and keep in repair during the continuance of this contract the said passenger depots, and the tracks, railways and property owned or operated by it, and the appendages and appurtenances thereof, renewing and replacing the same, and the different parts and portions thereof as necessary; shall provide the said passenger depots and keep them provided with all usual furniture and fixtures for the convenient use thereof, and keep the same in repair; shall warm and light the same, and provide a suitable number of ticket, baggage and other agents and employes to conduct and manage the business thereof; and shall construct, maintain and keep in repair all such buildings, structures, appliances, instrumentalities and apparatus, and provide and keep in repair any locomotives and rolling stock that it may have in use under this contract, renewing and replacing the same when necessary, and provide all such enginemen, firemen, brakemen, conductors, mechanics, servants and employes as shall be necessary, if any, for the transaction of any transfer business as hereinbefore provided.

ARTICLE VII.

It is understood and agreed that the party of the first part shall have the general control, management and supervision of said depots, tracks and railways and of the business thereof; but inasmuch as the party of the first part, its officers, agents and employes will be under this contract in part engaged in the furtherance of the business of the party of the second

part, it is expressly understood and agreed by and between the parties hereto, that the party of the second part shall, and it does hereby assume all risk of and liability for personal injuries or injury or damage to its own property, or to the property of third parties, caused by its trains, cars or locomotives, operated on or over said tracks, or railways, or by the locomotives of the party of the first part while engaged in the business of transferring cars for the party of the second part upon or over the same, whether arising from any act or omission, neglect or fault of the party of the second part, its officers, agents or servants, or from any act or omission, neglect or fault of the party of the first part, its officers, agents or servants, or from any act, or omission, neglect or fault of the common agent or servant of both parties or otherwise, and shall save and keep harmless the party of the first part from all claims, demands, loss or damage on account thereof; and in case any suits shall be brought by any party or parties against the party of the first part arising out of any such damage or injury, the party of the first part may give written notice of the same to party of the second part, and thereupon the party of the second part shall attend to the defense of the same, and save and hold harmless the party of the first part from all expenses, counsel fees and costs.

ARTICLE VIII.

For the rights and privileges hereinbefore granted to it, whether it shall use the same or not, the second party, from and after the time it shall begin to make use of the same, and in any event from and after the 1st day of January, 1887, shall pay to the first party a monthly rental which shall be equal to one-twelfth of one and one-half per cent on $2,311,156.67-100 dollars, which sum of $2,311,156.67-100 dollars is agreed to be the cost of the property covered by this contract; the rental for each calendar month shall be paid by the second party to the first party on or before the fifteenth day of the next succeeding calendar month at the office of the first party in the city of St. Paul, in gold coin of the United States of the present standard of weight and fineness.

But whenever and so long as the aggregate of the sums payable by the second party and other companies, by way of rental or other compensation for the right to the use of the property and facilities, or any part thereof, which the second party shall be entitled to the use or benefit of under this contract, shall be in excess of three-quarters of one per cent per month on the valuation on which the rental of the second party shall be computed, there shall in each month be credited against and deducted from the monthly rental of the second party for such month as herein fixed a sum bearing the same proportion to such excess which the rate of monthly rental of the second party as herein fixed (to-wit, one-twelfth of one and one-half per cent), shall bear to such rate of three-quarters of one per cent per month; and in computing the said aggregate rental, a monthly rental of one-twelfth of two per cent and no more on the valuation on which the second party's rental shall be computed for such month, shall at all times be considered as payable by the St. Paul, Minneapolis and Manitoba Railway Company for its right to use said property and facilities.

ARTICLE IX.

Whenever the first party shall determine to construct any such addition to or extension of its existing lines, or any branch, spur or transfer track as is mentioned in the preamble of this agreement, it shall give immediate notice in writing to the second party of such determination; and the second party, within ten days after receipt of such notice, may give notice in writing to the first party of its desire to use such addition, extension, branch, spur or transfer track when completed, and thereupon the second party shall have the same right to use the same during the residue of the term of this contract which is hereinbefore granted to it in respect to the existing tracks of the first party, and for such right shall pay to the first party a monthly rental of one-twelfth of one and one-half per cent. of the cost thereof, to be computed as follows: The amount of the sums actually expended by the first party, in making such addition, extension, branch, spur or transfer track, with interest at the rate of six per cent. per annum to the date of the completion of the same, shall be deemed the cost thereof, and shall be added to the agreed cost of the property now existing as hereinbefore expressed; and from and after the date of such completion the second party shall pay rental on such increased cost in all respects as is hereinbefore provided for payment of rental for the right to use the said now existing property.

And if the second party, after receiving notice as aforesaid from the first party, shall fail to give to the first party the notice hereinbefore provided for and within the time hereinbefore fixed therefor, the second party shall not have the right, under this agreement, to make use of any such extension, addition, branch, spur or transfer track, nor be required to pay any increase of rental by reason of the construction thereof.

Nor in any case shall the second party be entitled under this agreement to make use of any property of the first party the cost whereof is not included in the amount upon which the second party shall pay rental computed as herein provided.

ARTICLE X.

The second party, in addition to the monthly rental to be paid as aforesaid, shall pay such proportion of the cost and expense paid by the first party in any calendar month during the continuance of this agreement, for keeping up, maintaining, repairing, renewing, replacing (except such renewal or replacement be an improvement permanent in its nature), warming, lighting, managing and operating the property covered by this agreement, and of transacting such passenger and transfer business, including the wages of ticket, baggage and other agents, enginemen, firemen, brakemen, switchmen, watchmen, mechanics, and other servants and employes necessary to be employed in the premises, and of the sums paid by the first party for taxes and assessments and for premiums for insurance on its said property, as the number of cars (passenger and freight) run and transferred over the said tracks of the party of the first part, or any part thereof, in such month, by or for the party of the second part, shall

bear to the whole number of cars run and transferred over the same or any part thereof, by or for all parties using the same, during the same month. And in computing the number of cars so run and transferred over the same, or any part thereof, each passenger, baggage, express and mail car on trains running twenty five miles or less from said depots, and each freight car shall be rated as one car; each passenger, baggage, express and mail car on trains running over twenty-five miles from said depots, and less than one hundred and fifty miles shall be rated as two cars; and each passenger, baggage, express and mail car on trains running one hundred and fifty miles or over from said depots shall be rated as three cars.

And for the purpose of such monthly settlements the second party shall render to the first party at its office in St. Paul, on or before the fifth day of each month, a statement of the number of cars run and transferred over said tracks, or any part thereof, by and for the second party, computed in manner aforesaid, during the last preceding month; and thereupon the first party shall render to the second party a statement, computed in manner aforesaid, (of all cars run and transferred over said tracks or any part thereof) during such month by and for all parties using the same, and of the amount due from the second party as its proportion of expenses under this article; and within ten days thereafter the second party shall pay said amount to the first party at its office in St. Paul.

ARTICLE XI.

The second party shall, in addition to all sums of money herein agreed to be paid by it, pay or otherwise hold harmless the first party from all taxes assessed on the earnings of the second party on the property of the party of the first part.

ARTICLE XII.

The first party shall have the right at any time to sell and convey any part of its railway or other property embraced in this contract; provided that the facilities hereby granted shall not be impaired thereby.

In case of any sale or conveyance by the first party of any of the property included in the valuation hereinbefore expressed, or in any increase thereof on which rental shall be payable by the second party, the amount received from such sale shall be deducted from such valuation; and in case of purchase or other acquisition of other property, the amount paid therefor shall be added to such valuation; and in each and every such case the rental to be paid by the second party shall be adjusted on the basis of such increased or diminished cost.

Provided that the second party shall not be required by any such purchase or acquisition to pay rental on a greater valuation than is provided for in the previous articles of this agreement, unless the second party, being consulted prior to such purchase or acquisition and informed of the cost thereof, shall have assented thereto in writing.

ARTICLE XIII.

All local business, if any, upon all the railways and tracks owned, controlled or operated by the first party between any and all points thereon, and the earnings of all such business, shall belong exclusively to the first party; and if the second party shall do any such local business it shall account for and pay over to the first party all the earnings therefrom at the then existing tariff rates of said first party for such business; but nothing herein contained shall render it obligatory upon the second party to do any such business unless required by law.

ARTICLE XIV.

If the second party shall make default for the period of three months in the monthly payments to be made by it under this contract, the first party, may, at its option and at any time thereafter, such default still continuing, terminate this contract. Such option to terminate shall be exercised by serving notice in writing of such termination upon the president, superintendent, or other general managing agent of the second party at its office in St. Paul; and upon the serving of such notice, but not otherwise under this article, this contract shall terminate without other act of the first party, and without any forfeiture of the amounts due the first party under this contract.

ARTICLE XV.

Any and all questions that may arise touching the construction of this contract, or any part thereof, or the rights of the parties thereunder, or concerning the business or manner or mode of transacting the business to be carried on under the provisions thereof, upon which the parties thereto cannot agree, shall be submitted to the arbitrament and award of a board of three disinterested persons experienced in railway management, one to be selected by the party of the first part, its successors or assigns, and one by the party of the second part, its successors or assigns. If either party shall refuse or neglect to appoint an arbitrator on its part, within thirty days after written notice from the other, of its appointment of an arbitrator on its part, the arbitrator so appointed by the party giving such notice, may and shall select and appoint a disinterested person experienced in railway management to act as arbitrator for and on behalf of the party so notified and refusing or neglecting to appoint. The two thus appointed shall select a third, and the board so appointed shall determine the matter in controversy, and the decision and award of said board of arbitrators, or of any two of them, in the premises, shall be binding and conclusive on the said parties, their successors and assigns, with respect to the matters submitted to and decided by them.

ARTICLE XVI.

Any difference or controversy that may arise between the parties as to the construction and carrying out of this contract, or the rights of the parties thereunder, or the transaction of business under the provisions

thereof, shall not interrupt the performance of the contract or the continuance of business thereunder; but such business shall continue to be transacted and settlements and payments made thereunder in the same manner in which the same had been transacted and made prior to the arising of such difference and controversy, or in case no practice with reference to the controverted matters shall have been established, then in accordance with the claim of the party of the first part with respect thereto until the matters of difference shall be finally determined by arbitration as hereinbefore provided; and thereupon such payments or restitutions shall be made as may be required by the decision of the arbitrators.

ARTICLE XVII.

This agreement shall go into operation on the day of the date thereof, and shall continue in operation for twenty five years from and after said date. But if at any time within five years from said date the second party shall deliver to the president, secretary or general manager of the first party a notification in writing signed by its president or general manager, that it, the second party, desires this agreement to continue in operation for ninety nine years from the date thereof, then and in that case this agreement shall continue in force for the term of ninety-nine years from the date thereof. And a certificate of the giving and receipt of such notification in writing, signed by the president of each party hereto, shall be endorsed on or appended to each of the duplicates of this agreement.

Provided that the monthly rentals required to be paid by the second party shall not commence until the second party has commenced the use of the tracks, depot or property of the first party, or some part thereof thereunder; provided, that such commencement of use shall not be later than the first day of January, A. D. 1887.

ARTICLE XVIII.

All and singular the promises, covenants and agreements herein contained shall run and apply to and bind the successors and assigns of the parties respectively.

In Testimony Whereof, the parties hereto have respectively caused their corporate seals to be hereunto affixed, and these presents to be signed by their respective Presidents and Secretaries in duplicate, the day and year first above written.

Minneapolis Union Railway Company,

[SEAL] *By* W. P. CLOUGH,
President.

Attest:
SAM. J. BEALS, *Secretary.*

Chicago, Burlington and Northern Railroad Company,

[SEAL] *By* J. MURRAY FORBES,
President.

Attest:
F. B. BEAUMONT, *Secretary.*

Chicago, Burlington & Northern Railroad Co.

Treasurer's Office,
50 State Street. Boston, July 15, 1890.

Copy of Vote passed by the Directors of this Company, at a meeting of the Board, held in Boston July 15, 1890.

Voted: That J. Murray Forbes, President, and F. B. Beaumont, Secretary of this Company, be and hereby are authorized to execute a certain contract made by and between the President of this Company and the President of the Minneapolis Union Railway Co. bearing date May 11, 1886, relating to the use of the Terminal and Transfer facilities of the Minneapolis Union Railway Co. as shown forth in said contract and approved at a meeting of Directors of this Company held in Boston, June 4, 1886.

A true copy.

Attest:

[SEAL] F. B. BEAUMONT,
Secretary.

Memorandum of Agreement, made by and between the Great Northern Railway Company, party of the first part, and the Chicago, Burlington & Northern Railroad Company, party of the second part, *Witnesseth:*

The party of the first part agrees to afford the use of its engine house in the City of Minneapolis, Minnesota, subject to the use thereof by the party of the first part for storage of its own equipment, as its business may require, for the storing and caring of engines and perishable freight in refrigerator cars belonging to the party of the second part, for the period of one year from the date hereof, at a charge of two and 50-100 ($2.50) dollars per day per stall for housing engines or refrigerator cars. This agreement subject to termination upon sixty days notice in writing being given by the party of the first part to the party of the second part.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 21st day of March, A. D. 1894.

Great Northern Railway Company,
By W. P. CLOUGH,
Vice-President.

Chicago, Burlington & Northern Railroad Company,
By JNO. R. HASTINGS,
General Superintendent.

Great Northern Railway Line.
Accounting Department.

Mr. C. H. Warren, St. Paul, Minn., December 19th, 1893.
Comptroller G. N. Ry.,
Dear Sir:—

This is to acknowledge your letter of December 18th in reference to maintenance of two short tracks used by the C. B. & N. for storing passenger coaches on at Minneapolis Union Station.

The terms as outlined in your letter of December 14th, that the C. B. & N. is to pay your Company two thousand dollars per annum, payable in

equal monthly installments, in the same manner and at the same time as the other rental due under the contract; the C. B. & N. also to pay the entire cost of maintenance of said tracks, is accepted.

Yours truly,
JNO R. HASTINGS.

Great Northern Railway Line.
Accounting Department.
St. Paul, Minn., December 14th, 1893.

Mr. J. R. Hastings,
Gen'l. Supt. C. B. & N. Ry.,
St. Paul, Minn.
Dear Sir:—

You will recall our conversation concerning the two spur tracks and ground of the Minneapolis Union Railway now being used by your Company for storing and cleaning your passenger cars,—a use not covered by the terms of your contract with that Company.

By authority of the President of the Minneapolis Union Railway, this is to advise that without in any way changing any of the conditions of the contract in any manner, the Minneapolis Union Railway Company will, until further notice, accept from your Company as rental for the facilities you are now using for storing and cleaning cars, an annual rental of $2,000.00 per annum, payable in equal monthly installments, in the same manner and at the same time as the other rental due under the contract,—your Company to also pay the entire cost of maintaining said tracks; this arrangement being subject to cancellation upon thirty (30) days notice in writing from either Company.

If this is satisfactory to you kindly advise me of your acceptance and I will have bills rendered accordingly.

Yours truly,
C. H. WARREN,
Comptroller.

It is hereby certified, That pursuant to Article XVIII of the contract made the 11th day of May, one thousand eight hundred and eighty six, between the St. Paul, Minneapolis and Manitoba Railway Company, party of the first part, and the Chicago, Burlington and Northern Railroad Company, party of the second part, the party of the second part to said agreement did, on the 15th day of April, A. D. 1891, deliver to James J. Hill, president of the party of the first part, to said agreement, a notification in writing, duly signed as required by said Article XVIII, that said second party desires said agreement to be continued in operation for ninety-nine (99) years from the date thereof.

And it is agreed by and between the said parties that said agreement shall continue in force for the term of ninety-nine (99) years from its date, viz: May 11th, A. D. 1886.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officers, this 30th day of April, A. D. 1891.

St. Paul, Minneapolis and Manitoba Railway Co.,
By JAS. J. HILL,
President.

Chicago, Burlington & Northern Railroad Company,
[SEAL] *By* J. MURRAY FORBES,
President.

Attest:
F. B. BEAUMONT, *Sec'y.*

Memorandum of Agreement, between the St. Paul, Minneapolis and Manitoba Railway Company, party of the first part, and the Chicago, Burlington and Northern Railroad Company, party of the second part,

Whereas, by a contract between the said parties, bearing date on May 11th, A. D. 1886, it was, among other things, provided as follows:

"The first party agrees to sell to the second party, either the whole or half interest in fifteen or twenty acres of land lying west of Como Avenue, being a strip 1,980 feet long by 300 feet wide at a maximum price of $3,000 per acre, the said strip lying west of Como Avenue and south of the Manitoba track. It is agreed by the second party that a joint yard for the use of the two companies shall be made on the said tract. If the Manitoba road does not desire the said joint yard, then the tract of land may be divided into two yards for the respective companies, or the whole of the said tract will be sold to the Northern Road at the price above stated."

And Whereas, the time for exercising the said option by the party of the second part, as fixed by the understanding of the parties when the said contract was made, has expired, and the party of the second part has not exercised such option, and does not intend nor desire to do so.

Now, Therefore, it is hereby agreed between the parties hereto that the party of the second part hereby forever waives all right to purchase the said property, or any part thereof, and the party of the first part hereby releases and discharges the party of the second part, from purchasing the same or any part thereof.

In Testimony Whereof, the parties hereto have caused these presents to be sealed with their respective corporate seals, and to be subscribed by their respective presidents or vice-presidents, and secretaries, on the first day of February, A. D. 1890.

The St. Paul, Minneapolis & Manitoba Railway Company,
W. P. CLOUGH,
Second Vice-President.

Attest:
E. SAWYER, *Secretary.*

In Presence of:
E. T. STEVENSON,
J. A. GARDNER.

Chicago, Burlington & Northern Railroad Company,
By GEO. B. HARRIS,
Vice-President.

Attest:
N. B. HINCKLEY, *Assistant Secretary.*

In Presence of:
GEO. HARGREAVES,
J. B. JETT.

SUPPLEMENTAL AGREEMENT, December 16, 1917, Great Northern Railway Company and Chicago, Burlington & Quincy Railroad Company.

Supplemental Agreement, made and entered into as of the 16th day of December, 1917, between the Great Northern Railway Company, hereinafter called the "Northern Company," successor and assignee of the St. Paul, Minneapolis and Manitoba Railway Company, and the Chicago, Burlington and Quincy Railroad Company, hereinafter called the "Burlington Company," successor and assignee of the Chicago, Burlington and Northern Railroad Company.

Whereas, the predecessors and assignors of the Northern and Burlington Companies entered into an agreement as of date May 11, 1886, whereby the predecessor of the Northern Company granted to the predecessor of the Burlington Company certain trackage rights between the city of St. Paul and city of Minneapolis. The Northern Company and the Burlington Company, as the successor in interest in and under said agreement desire to make certain modifications therein.

Now therefore this Agreement Witnesseth:

1. There shall be and hereby is added to Article I of the said agreement of date May 11, 1886, a paragraph (a) as follows:

(a) From and after the 16th day of December, 1917, the Burlington Company shall not have the right to run its freight locomotives, cars or trains over the tracks of the Northern Company between the east line of Rice Street in the city of St. Paul, and a line drawn at right angles with the main tracks of the Northern Company, and through the point of junction of the Burlington Company's connecting track west of Marsh Court with the track of the Northern Company at St. Anthony Park, St. Paul.

2. There shall be and hereby is added to the first paragraph of Article II of said agreement of date May 11, 1886, the following:

As of the 16th day of December, 1916, there shall be deducted from the amount of the valuation upon which the Burlington Company is then paying rental as provided in this article, the sum of $164,374.77, because of the termination on said date of the right of the Burlington Company to further run its freight locomotives, cars and trains over that portion of the tracks of the first party described in paragraph (a) of Article I above.

3. The first paragraph of Article IV of said agreement shall be and hereby is amended by striking out the second parenthetical clause as now written and inserting in parentheses in lieu of said clause

(except the cost of maintaining and operating the connections and additional signal and safety appliances at the connections of the tracks of the parties hereto, including said connection west of Marsh Court, which is to be borne by the Burlington Company, as hereinbefore provided, and except also the cost of improvements permanent in their nature).

In witness whereof, the parties above named have caused this agreement to be executed the day and year first above written.

Great Northern Railway Company,
[SEAL] *By* G. R. MARTIN,
Vice-President.

In the presence of:
J. A. SANDBERG.
C. F. ZIEGAHN.
Attest:
F. L. PAETZOLD, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN,
President.

Attest:
H. E. JARVIS, *Assistant Secretary.*
J. W. COOPER.
J. R. KING.
Approved as to Form:
THOS. J. LAWLESS, *Attorney.*
A. W. NEWTON, *Chief Engineer.*

AGREEMENT, January 1, 1911, Great Northern Railway Company and Chicago, Burlington & Quincy Railroad Company. Use of freight house and adjacent tracks in Minneapolis, Minnesota.

This Agreement, made and entered into this First day of January, 1911, by and between the Great Northern Railway Company, hereinafter called the "Northern Company," party of the first part, and the Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Burlington Company," party of the second part, *Witnesseth:*

The Burlington Company has heretofore secured from the Northern Company the right to run its locomotives, cars and trains handled by its own employes over the line of the Northern Company between the cities of St. Paul and Minneapolis in the State of Minnesota, and desires to arrange with the Northern Company for freight facilities and terminal services in said city of Minneapolis.

Now therefore, the parties hereto, for and in consideration of their mutual and dependent promises, do hereby covenant and agree as follows, to-wit:

I.

The Northern Company hereby grants unto the Burlington Company for and during the term hereafter named, the right to use in the manner here-

inafter set forth, in common with the Northern Company and such other companies as the Northern Company may admit to the use thereof, its freight house and tracks adjacent thereto and used in connection therewith, its team delivery tracks and terminal yards in the city of Minneapolis and state of Minnesota. The Northern Company in connection with the right hereby granted to the Burlington Company to use said freight house, tracks and yards will by means of its own employes, crews and equipment perform the following terminal services for the Burlington Company and in furtherance of its business at the city of Minneapolis in the state of Minnesota, to wit:

(a) The breaking up of the Burlington Company's freight trains on their arrival in Minneapolis and delivery upon the track assigned, and the switching of the cars contained therein to the freight house, team tracks, the tracks upon which they are to be held pending reconsignment or for storage, and to connecting rail ways which are reached direct by the Northern Company.

(b) The switching of cars from the freight houses, team tracks, the tracks upon which they may have been stored, and cars delivered by connecting lines to the Northern Company for account of the Burlington Company; the making up of the Burlington Company's freight trains and their delivery to that company upon the track assigned for that purpose and from which they are to be taken by the Burlington Company's engines and employes.

(c) The receiving, checking, weighing and loading of all less than carload freight received at the freight house for shipment over or via the lines of the Burlington Company; the unloading, checking and delivery through the freight house of all less than carload freight brought into Minneapolis in the Burlington Company's trains, and the transferring from car to car of such carload or less than carload freight as the Burlington Company may direct.

(d) The ordinary and customary station service, as checking the loading or unloading of carload freight when necessary; sealing cars; waybilling; preparing freight bills and collecting and remitting the charges thereby called for; preparing and rendering the statements and accounts required by the Burlington Company's system of accounting, and generally performing such work for the Burlington Company as is usually and customarily required of a freight station and such service, reports, etc. as the Burlington Company requires of freight stations of the same size and importance located upon its own lines.

II.

The Burlington Company will pay the Northern Company for such service so to be performed by the Northern Company as hereinbefore set forth and enumerated the sums as in the following schedule fixed and specified:

SCHEDULE

A *Terminal Charges*

(a) To be assessed on loaded cars brought into the freight yards of the Northern Company at Minneapolis and Minneapolis Junction by the Burlington Company:

Commodity	*Rate per car*
Automobiles	$3.00
Cement	"
Cereals	"
Flour	"
Grain	"
Lead	"
Lumber	"
Meat	"
Machinery	"
Oil	"
Paper	"
Pipe	"
Pumps	"
Stoves	"
Steel	"
Soda	"
Syrup	"
Wagons	"
Whiskey	"
Yarn	"
All other commodities not specified in rate of $1.60 per car	$3.00
Coal	$1.60
Coke	"
Cord Wood	"
Screenings	"
Steel Rail	"
Iron Rail	"
Iron	"
Slabs	"

(b) To be assessed on loaded cars taken out of the freight yards of the Northern Company at Minneapolis and Minneapolis Junction by the trains of the Burlington Company:

Commodity	*Rate per car*
Barley	$1.60
Bran	"
Corn	"
Cream of Wheat	"
Co Material	"

Commodity	*Rate per car*
Cordwood	$1.60
Flour	"
Flax Seed	"
Feed	"
Grain	"
Lumber	"
Lath	"
Middlings	"
Malt	"
Meal	"
Oil Cake	"
Oil Meal	"
Oats	"
Poles	"
Posts	"
Rye	"
Shorts	"
Slabs	"
Shingles	"
Screenings	"
Wheat	"
Coal	$3.00
Coke	"
Hay	"
Iron	"
Spuds	"
Scrap	"
Shooks	"
Seed	"
Steel	"
Vitos	"
All other commodities not specified in rate of $1.60 per car	"

(c) To be assessed on all empty cars brought into or taken out of the freight yards of the Northern Company at Minneapolis or Minneapolis Junction by the Burlington Company the sum of fifty (50) cents a car.

B. *Switching Charges*

In addition to the terminal charges on loaded and empty cars above stated, the following amounts shall be charged for switching freight cars:

a. For switching every loaded car to and from the team tracks of the Northern Company for the Burlington Company the sum of one dollar and fifty cents ($1.50) a car, each way, provided, that as to carload freight which the Burlington Company sets out with its engines and crews in the team track yard near Holden Street in the said city of Minneapolis at such

points as do away with the necessity of respotting or resetting, the terminal charges as above fixed shall be the only charges assessed thereon and the said charges of $1.50 for switching shall not apply.

b. For switching every loaded car to and from said freight house of the Northern Company the sum of one dollar and fifty cents (1.50) per car each way.

c. For switching empty cars no charge will be made where there is a charge for a loaded movement in an opposite direction. Where there is no charge for a loaded movement the switching of empties shall be paid for at the loaded car rate.

d. For switching cars to and from mills, elevators and other industries reached by the Northern Company's side, spur or industry tracks the rates named in the Northern Company's switching tariff in effect at the time the service is rendered. Such switching charges shall be paid by the Burlington Company or collected by the Northern Company from the shippers or consignees as may be directed from time to time by the representative in Minneapolis of the Burlington Company.

C. *Handling Charges*

In addition to the terminal and switching charges, above stated, the following amounts shall be charged:

a. For each and every ton of freight or merchandise handled through the freight houses of the Northern Company, both in and out, the sum of one dollar and six cents ($1.06).

b. For each and every ton of freight or merchandise, carloads or less than carloads, transferred by the Northern Company from car to car, the sum of one dollar and six cents ($1.06).

III.

a. The Burlington Company shall and will at its own cost and expense furnish all necessary blank waybills, shipping receipts and other blanks required for the billing and checking of freight handled for it, and all necessary blanks required in and for the preparation of such reports as the Burlington Company shall require to be made to it by the agents of the Northern Company.

b. The delivery of less than carload freight by either party hereto shall be deemed to be completed when such less than carload freight shall have been unloaded into the warehouse for the other party, or shall have been transferred from the car of the delivering party into the car of such other party.

IV.

The Northern Company may assess and retain for its own use and benefit upon goods handled through its freight house and upon cars turned over to it by the Burlington Company such storage and demurrage charges as are usual and customary, and exacted by the Northern Company upon goods stored and cars handled by it in its own business.

V.

Nothing in this agreement shall be deemed to in any respect modify, change or amend the provisions of the second paragraph of Article Seven of a certain agreement heretofore entered into between the St. Paul, Minneapolis & Manitoba Railway Company, to whose rights the Northern Company has succeeded, and the Chicago, Burlington & Northern Railroad Company, to whose rights the Burlington Company has succeeded, dated as of the 11th day of May, 1886, and concerning the transfer of cars to certain mills, elevators or factories, nor shall this agreement be construed as to impose upon the Burlington Company the obligation to pay the switching charges as hereinbefore fixed as respects cars transferred by the Northern Company to and from spur or side tracks which the Burlington Company is now or may be hereafter entitled, under agreements with the Northern Company, to free switching thereon.

VI.

The joint agent of the parties hereto shall furnish to the Northern Company the necessary information as to the tonnage of less than carload freight, carload freight, cars placed or taken into account or cars switched which may be necessary to enable the Northern Company to prepare and render the necessary monthly bills to the Burlington Company for services to be performed as herein provided for.

The Northern Company shall as soon after the first of each month as convenient furnish to the Burlington Company a statement showing the amount due from the Burlington Company to the Northern Company for services performed hereunder during the preceding calendar month, and the Burlington Company shall within ten days after the receipt of such bill pay to the Northern Company the amount thereof. Payment of such bill shall not be delayed on account of any asserted errors therein, but in case errors are claimed the same shall be investigated and if found to exist shall be corrected in the statements for the succeeding months.

The Northern Company shall not be liable to the Burlington Company for any injury or damage to the cars or property of the Burlington Company switched or handled hereunder, or loaded and unloaded at said freight house while the same are in the custody of the Northern Company, whether such injury or damage be caused by the negligence of the employes of the Northern Company or otherwise, but the Burlington Company shall and does hereby assume all risk of and liability for any such injury or damage.

The Burlington Company also assumes all risk of and liability for any loss or or damage to freight, whether carload or less than carload, handled, loaded or unloaded, or switched hereunder for it by the Northern Company, no matter how such loss or damage shall arise, and shall indemnify and save harmless the Northern Company from any and all cost or expense on account of any such loss or damage.

The agents or employes of the Northern Company while engaged in checking, billing or otherwise handling and transacting the business of the Burlington Company hereunder shall be deemed to be the employes of the

Burlington Company, and the Northern Company shall not be liable for any loss or damage occasioned by the mistake, errors or neglect of such employes, but the Burlington Company shall assume and bear such loss or damage, including loss or damage arising out of errors in billing, failure to collect charges or otherwise.

The Burlington Company may, if it so desires, require the employes of the Northern Company to give bonds to it providing for the faithful performance of their duties in handling, billing and checking of freight business of the Burlington Company, including the collection of charges thereon.

VII.

This agreement shall take effect on January 1st, 1911, and continue in force for a period of one year from said date and thereafter until terminated and cancelled by six months' notice in writing given by either party to the other party hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed for and in their behalf by their duly authorized officers the day and year first above written.

Great Northern Railway Company,
By R. I. FARRINGTON,
Vice President.

In the presence of:
H. W. KASK.

Chicago, Burlington & Quincy Railroad Company,
By H. E. BYRAM.

M. D. COOPERIDER.
Form Approved:
C. M. DAWES.

SUPPLEMENTAL AGREEMENT, December 1, 1923, Great Northern Railway Company and Chicago, Burlington & Quincy Railroad Company.

This Agreement, made this first day of December, 1923, by and between Great Northern Railway Company, hereinafter called the "Northern Company," and Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Burlington Company,"

Witnesseth:

By agreement dated May 11, 1886, the St. Paul, Minneapolis & Manitoba Railway Company, predecessor in interest of the Northern Company, granted to the Chicago, Burlington & Northern Railroad Company, predecessor in interest of the Burlington Company, joint trackage rights between Third Street in St. Paul and a point of connection with the yard of the Burlington Company at or near Holden Street in Minneapolis, Minnesota. By a subsequent contract dated January 1, 1911, the Northern Company granted to the Burlington Company the right to use certain of the Minneapolis terminals of the Northern Company, the Northern Company to perform the terminal services for the Burlington Company, including "the

making up of the Burlington Company's freight trains and their delivery to that company upon the track assigned for that purpose and from which they are to be taken by the Burlington Company's engines and employes." As a matter of convenience to both parties, trains of the Burlington Company are made up by the Northern Company in the Clearwater Junction and Cedar Lake yards of the Northern Company at Minneapolis, and locomotives of the Burlington Company operate from Holden Street to said yards for the purpose of picking up said trains and return with such trains to Holden Street. The parties now desire to state their respective rights and obligations with reference to such operations of Burlington engines and trains.

Now Therefore, in consideration of the premises and the mutual dependent promises herein contained, it is agreed as follows:

1. The Northern Company grants to the Burlington Company the right to operate locomotives of the Burlington Company over tracks of the Northern Company from Holden Street to the Clearwater Junction and Cedar Lake yards of the Northern Company, and to haul trains of the Burlington Company made up by the Northern Company in said yards back to a point of connection at Holden Street with the tracks of which the Burlington Company enjoys joint use under said agreement of May 11, 1886.

2. Articles XV, XVI and XVII of the said contract of May 11, 1886, shall, from and after the date hereof, be applicable to any operations of engines or trains of the Burlington Company upon or over tracks of the Northern Company, the right to the use of which is hereby granted, in all respects as though said last named tracks had been described and included in the first paragraph of Article I of said contract of May 11, 1886.

3. This agreement shall continue in force and effect during the same period for which the said contract of January 1, 1911, shall remain in force and effect.

In Witness Whereof, the parties hereto have caused this agreement to be executed for and in their behalf by their duly authorized officers the day and year first above written.

Great Northern Railway Company,
By G. R. MARTIN,
Vice President.

In the presence of:
J. A. LENGLEY.
M. D. COOPERRIDER.

Chicago, Burlington & Quincy Railroad Company,
E. P. BRACKEN,
Vice President.

Approved as to form:
THOS. J. LAWLESS, *Attorney.*

CONTRACT, December 16, 1920, Northern Pacific Railway Company and Chicago, Burlington & Quincy Railroad Company. Tracks at St. Paul to Minneapolis.

Contract made the 16th day of December, 1920, between Northern Pacific Railway Company, a corporation under the laws of Wisconsin, hereinafter called "Pacific Company," and Chicago, Burlington & Quincy Railroad

Company, a corporation under the laws of Illinois, hereinafter called "Burlington Company."

In consideration of the mutual dependent promises stated in this contract the parties agree:

ARTICLE I.

SECTION 1. The Pacific Company grants to the Burlington Company the right to run its freight trains only manned by its own employes (in common with the Pacific Company and such other companies as it may admit) over all of that part of the railway of the Pacific Company extending from a connection between the tracks of the parties at or near Third Street in Saint Paul to a point at or near Como Avenue Bridge in Minneapolis; the railway and points of connection herein intended being for greater certainty shown colored in red on a map hereto attached marked "Exhibit A," made a part hereof and identified by the signatures of the chief engineers of the parties; the connection at or near Third Street is indicated on said map by the letter A and the point before referred to at or near Como, Avenue Bridge in Minneapolis is indicated on said map by the Letter B-prime. The Burlington Company is given the right to put in and maintain connections with the Pacific Company's said tracks at such points as may be mutually agreed upon, and said connections will be put in and maintained at the expense of the Burlington Company, which will also install, and thereafter operate and maintain, to protect any connection, an interlocking plant or such other form of protection as the Pacific Company may designate. At the option of the Burlington Company said interlocking plant, or other form of protection, shall be installed, maintained and operated by the Pacific Company, and the Burlington Company shall pay to the Pacific Company promptly upon receipt of bills therefor from the Pacific Company the entire cost of such installation, maintenance and operation.

The Burlington Company by its own employes and equipment may do and transact over, upon and by means of said railway and its passing and sidetracks, additions, improvements and betterments, all such business as is customarily carried on in freight trains, subject only to the terms and conditions hereinafter stated. But the Burlington Company shall have no right to pick up or set out cars at stations or on industry tracks or spurs on the said railway. It may, however, interchange cars on said railway with other railway companies permitted thereon by the Pacific Company, but shall not perform, by or through any such interchange, switching service competing with a switching service of the Pacific Company. For the purpose of conducting its railway operations the Burlington Company may use any telegraph and telephone lines on said railway owned by the Pacific Company and may string its own telegraph or telephone wires upon the existing lines along said railway in so far as the Pacific Company has a legal right to grant this privilege. It may erect its own poles or telegraph and telephone lines upon the right of way and connect such lines with its own or other telegraph or telephone lines. At the option of the Burlington Company said poles or telegraph and telephone lines shall be installed, main-

tained and operated by the Pacific Company, and the Burlington Company shall pay to the Pacific Company promptly upon receipt of bills therefor from the Pacific Company the entire cost of such installation, maintenance and operation.

§ 2. The Pacific Company will have the general control, management and administration of the said railway and appurtenances and will maintain and at all times keep the same in good condition and repair and suitable for the business of the Burlington Company. It will pay the taxes thereon and comply with all regulations prescribed by law with respect thereto and will furnish supplies incident to the maintenance and operation thereof. But the Burlington Company will pay its own taxes on earnings growing out of the business conducted over said railway and the Pacific Company shall not be bound to furnish any fuel, water or other supplies for the trains or equipment of the Burlington Company or for the special or exclusive use of said company or its officers or employes. The Pacific Company shall have unrestricted power to change, add to, better and repair the property as it may consider advisable, including the right to provide such additional main or other tracks as it shall deem necessary, not however so as by such changes, additions, betterments or repairs permanently to impair its usefulness to the Burlington Company.

§ 3. The Pacific Company will order and direct the movement of engines, cars and trains under such reasonable rules and regulations from time to time customary among railways as it may adopt. All rules, regulations and train schedules shall be equal, just and fair as between all the parties using the property and shall not unjustly discriminate against any. Passenger trains shall be given preference over other trains and the trains of all parties using the tracks shall be given equal despatch according to class.

§ 4. All agents and employes engaged upon the said railway or its appurtenances by the Pacific Company shall do the business of the Burlington Company and of all other users of the property without discrimination. Any joint employe shall be removed from service on the property on request in writing of the Burlington Company.

Article II.

Section 1. The Burlington Company will pay for the rights and privileges granted by this contract as follows:

For the section of railway between A and A prime as indicated on said Exhibit A an annual rental of Five Thousand, Four Hundred Ninety Seven and 30/100 Dollars.

For the section of railway between A prime and B prime as indicated on said Exhibit A an annual rental of Three Thousand, Eight Hundred Sixty-one and 75/100 Dollars.

Each of said rentals will be increased by two percent per annum upon the actual cost to the Pacific Company of all improvements, betterments and additions to the line to which said rental pertains made after the date of this contract properly chargeable to capital account.

§ 2. The Burlington Company will also pay such pro-rata proportion of the cost actually incurred by the Pacific Company in the maintenance miles on said tracks or any part thereof run by the engines and cars of the Burlington Company bears to the whole number of miles run by the engines and cars of all parties using the same or any part thereof, each engine and tender to be counted as two cars. In computing car mileage hereunder, such use of the tracks covered by this contract within the limits of yard zones, as the same are shown upon Exhibit A, as is incidental to the switching of cars within yard zones, shall not be counted; cars set out or picked up at points between yard zones shall be counted only when moved for the entire distance from one zone to another, but movements for a portion only of the distance between any two zones will not be counted. The yard zones at present established are shown on Exhibit A, but the Pacific Company may establish other zones hereafter or change the limits of the zones already established to meet its operating necessities. In computing maintenance and operating cost and the cost of additions and betterments there shall be included expenditures for insurance and taxes (except taxes on earnings), a just sum to cover cost of superintendence and management, freight charges at tariff rates upon all material and supplies furnished by the Pacific Company, and a reasonable charge for use of tools, equipment and other property of the Pacific Company not included in this contract.

§ 3. The said rentals will be paid monthly on or before the twentieth day of each month for the preceding month. Bills for maintenance and operation will be rendered monthly by the Pacific Company as soon as may be after the close of each month and shall be paid within thirty days thereafter. Payment of such bills shall not be delayed for errors which are not serious and important, but bills shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills. The Burlington Company will make all payments to the Treasurer of the Pacific Company at the city of Saint Paul, Minnesota or the city of New York, as the Pacific Company may designate. At the option of the Pacific Company payments for rental shall be made in gold coin of the present standard.

§ 4. The books, records, vouchers and papers of the Pacific Company touching or material to the cost of improvements, betterments or additions to the property, or touching or material to the cost of maintenance or operation, at all times shall be freely open to the examination of the Burlington Company.

§ 5. Should the Burlington Company fail to make any payment when due which it is obligated to make by this contract or fail in any other respect to perform the agreement and such default continue for six months after notice in writing of intention to terminate the contract given by the Pacific Company to the Burlington Company, the Pacific Company may at its election declare this agreement terminated and may exclude the Burlington Company from all use of the property described herein; provided that failure to make any payment which is the subject of arbitration

or litigation between the parties shall not, pending such arbitration or litigation, be deemed for forfeiture hereunder.

ARTICLE III.

SECTION 1. The Pacific Company shall be bound to use only reasonable and customary care, skill and diligence in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the said railway and in managing and operating the same; and all employes of the Pacific Company (except enginemen and trainmen) employed in maintaining, repairing or operating the railway, or in despatching, giving orders for or directing the movement of trains, or in performing any other service for the common benefit of the railway companies using the property shall for the purposes of the contract be regarded while engaged in such work as joint employes of all the railway companies using the property. Enginemen and trainmen of any work train engaged in maintaining, repairing or adding to the property shall likewise be deemed joint employes. The Burlington Company shall not by reason of any defect in the property, or by reason of the failure or neglect of the Pacific Company to repair such defect, or by reason of the failure or neglect of any joint employe as herein defined, make against the Pacific Company any claim or demand for loss, damage or injury arising from such defect, neglect or failure; but should the Pacific Company fail to repair any defect within a reasonable time after being notified so to do by the Burlington Company, then the Burlington Company may make the necessary repairs at once, which will be paid by the Pacific Company and taken over in its bill for maintenance and operation.

Each party hereto will assume, bear, settle and pay all loss, cost, damage or injury done by its engines, cars, trains, or employes which the property jointly used, its property or property in its custody, or which its employes may suffer while it is running its engines, cars or trains upon or over any part of the property, no matter how such loss, damage or injury may occur; provided, however, that in case of collision between the engines, cars or trains of the parties, or in case of other accident caused by negligence of enginemen or trainmen, or of other sole employes of either party, the party whose employe is at fault shall be responsible for and pay the entire loss caused thereby. If such collision or other accident is caused by the fault of the train employes of two or more companies using the property or by the fault of a joint employe, each party involved shall bear an equal share of all damage to the property jointly used and all the damage to its own property or property in its custody, of which its employes may suffer in consequence thereof. Loss and damage caused by the negligence of joint employes not covered by some other provision of this contract shall be charged to operating expenses and divided as herein elsewhere provided.

Except as hereinbefore provided, each party will assume and pay all loss or damage which its engines, cars, trains or employes may do to the property jointly used, to third persons or the property of third persons,

and each indemnifies the other against all claims or demands for any loss or damage which it herein agrees itself to bear.

If any injury shall occur to persons or property by the operation of trains in such a way that it cannot be determined what company's trains caused the injury, the compensation, if any is made to the injured party, shall be apportioned as other operating expenses under this contract.

Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

In case a suit shall be commenced against either party for damages for which the other party is ultimately liable, the party sued may give notice to the other party of such suit and thereupon the party so notified shall assume the defense of the suit and save the party sued harmless.

The parties will settle as between themselves any claim for loss or damage according to the terms of this contract, notwithstanding any judgment or decree of a court or other tribunal in a proceeding brought by third parties.

§ 2. If any train of the Burlington Company shall be wrecked while running upon the tracks covered by this contract the wreck shall be picked up at once and removed by the Pacific Company and the Burlington Company (except as herein otherwise provided) shall bear the whole cost of such service.

§ 3. If at any time a question shall arise touching the construction of this contract, or concerning the business or manner of transacting the business to be carried on under its provisions, or concerning the observance or performance of any of its covenants, upon which question the parties cannot agree, such question shall be submitted to the arbitrament of three disinterested persons familiar with such business and experienced in railway management. The party demanding such reference shall give to the other party notice of such demand stating specifically the question to be submitted for decision and nominating a person who has the required qualifications to act as one referee. If at the expiration of thirty days from the receipt of such notice the party receiving it has not notified the party demanding the reference of its nomination of a second referee having like qualifications, the party making the demand may make such selection. The first and second referees chosen shall select a third and when the board is complete the referees shall fix a day and place for the hearing of which the parties shall be severally notified. If the referees chosen shall be unable to agree upon the third referee such third referee may be appointed upon ten days notice upon motion of either party by a judge of any court of the United States within the state of Minnesota. After hearing the testimony and arguments which may be submitted by each party, the referees, if they unanimously agree upon an award, shall state it in writing, which, when delivered to both parties, shall be binding and conclusive upon each, and each party hereby expressly agrees to be bound conclusively thereby. If they cannot agree unanimously they shall forthwith select two additional referees having like qualifications. If the two additional referees cannot be agreed upon they may be appointed by

any judge hereinbefore in this section referred to. To the board thus constituted shall be submitted a statement touching the facts as to which there is a unanimous agreement between the three referees first selected and the testimony as to the matters remaining in dispute. The award of a majority of the five referees shall be in writing, and when delivered to the parties shall be as final and conclusive as an award by the first chosen referees would have been. Immediately after any award each party will make such changes in the conduct of its business, or such payments or restitution as the case may be, as are in and by such award required of it to be made.

The books and papers of both parties so far as they relate to any matter submitted to arbitration shall be open to the examination of the referees, and the party against whom the award is made shall pay all fees and expenses of the arbitration; and until the referees shall make their award upon any question submitted to them the business, settlements and payments to be transacted and made under the terms of this agreement shall continue to be transacted and made in the manner and form existing prior to the arising of such question.

If either party shall refuse to keep and perform any award, the adverse party may enforce the same by apt proceedings in any court of law or equity.

4. This contract shall take effect when the Burlington Company commences to use the property and in no event later than January 1, 1918, and shall continue thereafter until May 11, 1985. But provided that the Burlington Company shall have a right at any time upon three months notice to the Pacific Company to surrender its rights under this contract to operate over that portion of the railway between point A at or near Third Street in Saint Paul and Trout Brook Junction in Saint Paul. In case of the exercise of this right the Burlington Company's right to use the said railway between point A and Trout Brook Junction shall terminate and its rental will be reduced equitably.

ARTICLE IV.

The Pacific Company does hereby lease, demise and let to the Burlington Company during the term of the foregoing contract a portion of the right of way of the Pacific Company lying alongside the railway hereinbefore described seventy-seven feet wide by four thousand one hundred eight feet long, colored red on Exhibit B hereto attached, on which property the Burlington Company may establish, maintain and operate a railroad yard. The Burlington Company will pay a monthly rental therefor of one hundred thirty-three and 33 100 dollars at the same time and in the same manner hereinbefore provided for payment of rentals for use of said railway. This lease however is subject to termination in whole or in part by the Pacific Company upon one year's notice in writing to the Burlington Company, and in case of termination in part the Burlington Company shall have the election to terminate in whole. In case of such termination by the Pacific Company that company will purchase the improvements of the Burlington Company in said premises, including the grading, at their then value, and if the value cannot be agreed on by the parties it shall be

determined by arbitration as hereinbefore in this contract provided. If this lease should be terminated in part and the Burlington Company continue the use of any portion of the property, its rental will be reduced equitably. The Pacific Company shall construct and keep in repair on said parcel of ground such tracks as the Burlington Company may elect to have constructed and kept in repair by the Pacific Company, the Burlington Company, however, to furnish to the Pacific Company at its own expense necessary ties, rail and fastenings therefor. The Burlington Company shall pay to the Pacific Company promptly upon receipt of bills therefor from the Pacific Company the cost of constructing and keeping said tracks in repair. Except as in this Article IV, hereinbefore provided, the ownership of such tracks shall be and remain vested in the Burlington Company.

ARTICLE V.

This contract shall take effect retroactively between the parties as of September 6th, 1917.

In Testimony Whereof, Northern Pacific Railway Company and Chicago, Burlington & Quincy Railroad Company have caused this instrument to be executed under their respective corporate seals and under the hands of their respective Presidents and Secretaries or Vice-Presidents and Assistant Secretaries, the day and year above written.

Northern Pacific Railway Company,
[SEAL] *By* CHARLES DONNELLEY,
Attest: *President.*
R. H. RELF, *Asst. Secretary*
In presence of as to Northern
Pacific Railway Company:
J. H. POORE
DAVID C. GALLAGHER

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* HALE HOLDEN,
President.
Attest:
H. E. JARVIS, *Asst. Secretary*
In presence of as to Chicago,
Burlington & Quincy Railroad Co.:
J. W. COOPER
J. R. KING

Chicago, April 22, 1921.

Mr. C. W. Bunn,
Vice President & General Counsel,
Northern Pacific Railway Company,
St. Paul, Minnesota.

Dear Mr. Bunn:

I have your letter of April 19th about the matter of notice under contract between our Companies, dated December 16, 1920.

Please see your letter of October 26, 1917, about this same matter, from which I quote as follows:

> "It occurs to me that the best way to handle this matter would be by exchange of letters between you and me rather than incorporation of any novel provision in the agreement. If you however think the agreement ought to be amended, I will not oppose your view. In that case I would suggest that the amendment be confined to the following:
>
> > 'If claim is made against either party on account of any death, injury, loss or damage for which the other party is solely liable, the party against whom such claim is made shall promptly notify the other party, and no settlement of such claim shall be made without consent of the party ultimately liable. Upon making any settlement of claims upon which the parties are jointly liable, the party making settlement shall procure from the claimant a release of both parties from liability.' "

If the additional matter contained in our letter of April 5th is objectionable, please eliminate the new matter and indicate by letter your acceptance of the clause proposed by you quoted above, which will be satisfactory to me.

Yours very truly,

O. M. SPENCER,
General Counsel.

St. Paul, Minn., May 11, 1921.

Mr. O. M. Spencer,
General Counsel, C. B. & Q. R. R. Co.,
547 West Jackson Boulevard, Chicago.

Dear Mr. Spencer:

Referring to your letter of April 22 about proposed clause in contract:

When I wrote you April 19, I had carefully reconsidered the language we agreed on in another contract and which you quote from my letter of October 6, 1917.

But I was when I wrote you April 19 and still am led to suspect that you may understand differently from me what was meant by the quoted language from my letter of October 26, 1917.

It seems to me likely that you may understand the effect of that language to be that failure to give notice to the other party where it is agreed to be given will be absolutely conclusive against the party failing to give notice. I do not so understand the effect of the stipulation, and I contend that such a result is not equitable or just, and this contention was set forth in my letter to you of April 19. It is, to repeat briefly, that failure to give notice ought not to work any such result as forfeiture of all claim on the part of the railway so failing; and that what ought to result is simply what the general doctrines of equity and law have settled shall result; viz., that the party failing to give notice is bound to prove his claim and is not benefited by the fact that he has settled with or paid the third party.

I am persuaded that my views are entirely just and, as I put it to you in my letter of April 19, you are the only company having any con-

tract with us which has ever advanced the contention you make. If my views, expressed more fully in letter of April 19, are right, you ought not to ask any amendment or supplement to the contract, and if you think they are not correct I should like to hear you.

I do not want to concede an arrangement such as you suggest in letter of April 22 unless I am certain we both understand that failure to give notice shall have no other result than that which it has on general equitable and legal principles; viz., to leave the party failing to give notice with the burden of establishing as against the other party the merits of his claim. And if this is your understanding, as it is mine, of the language used in my letter of October 26, 1917, that language is superfluous.

Yours truly,
C. W. Bunn.

Chicago, May 21, 1921.

Mr. C. W. Bunn,
Vice President and General Counsel,
Northern Pacific Railway Company,
St. Paul, Minnesota.

Dear Mr. Bunn:

I have your favor of the 11th inst. with further reference to the matter of notice under the trackage contract between St. Paul and Park Junction.

The suggestion contained in your letter of October 26, 1917, referred to this contract.

I will accept your language, quoted in my letter of April 22, 1921, with the understanding that failure to give the notice shall have no other or different effect than as stated in your letter of May 11, 1921, to be your understanding and your contention as to what is to be considered an equitable and just result of failure to give the notice.

Yours very truly,
O. M. Spencer,
General Counsel.

Northern Pacific Railway Company
Law Department

St. Paul, Minnesota,
May 25, 1921.

Mr. O. M. Spencer, General Counsel,
Chicago, Burlington & Quincy Railroad Company,
547 West Jackson Boulevard, Chicago.

Dear Mr. Spencer:

I have yours of May 21 and have no hesitation in accepting your suggestion. But the substantial effect of taking the language quoted in your letter of April 22, 1921, from a previous letter of mine, interpreted as stated in mine of May 11, 1921, is to leave the contract without any change whatsoever.

Yours truly,
C. W. Bunn.

Chicago, May 27, 1921.

Mr. L. B. Allen,
General Manager,
Chicago, Illinois.

Dear Sir:

Referring to your letters of February 2, 1921 and March 30, 1921, with reference to taking up with the Northern Pacific the question of notice of claims to be given by the parties to the joint trackage contract between the Northern Pacific and the Burlington for use of trackage between Third Street, St. Paul and Park Junction, Minneapolis:

After some correspondence Mr. Bunn, General Counsel of the Northern Pacific, has acceded to our request that there be an exchange of letters covering the matter of notice for claims where the other party is solely liable, and that no settlement of such claims shall be made without consent of the party ultimately liable.

The clause in respect to notice is contained in my letter of April 22, 1921, addressed to Mr. Bunn, and his understanding of the effect of the failure to give such notice is shown in the fourth paragraph of his letter to me dated May 11th. His final acceptance is contained in his letter of May 25th in response to mine of May 21, 1921. Copies of these letters are herewith enclosed, to be filed with the contract.

The original contract, of course, does not contain any requirement of notice of claims in which the other party is solely liable, so that Mr. Bunn's statement in his letter of May 25, 1921, that there is no change in the contract whatever hardly states the matter as I understand it. There is now an expressed agreement to give the notice.

I trust that this will be satisfactory, at least it is the best result that I have been able to accomplish.

Yours truly,
O. M. SPENCER,
General Counsel.

Chicago, June 4, 1921.

Mr. L. B. Lyman:

Referring to contract of December 16th, 1920, with the Northern Pacific Ry. Co., covering use of their trackage between Third Street, St. Paul, and Park Junction, Minneapolis, Minn.

I enclose herewith copies of letters between our General Counsel, Mr. O. M. Spencer, and Vice President and General Counsel, Mr. C. W. Bunn, of the Northern Pacific regarding this contract.

This for your information.

L. B. ALLEN.

Agreement made this 1st day of May, 1922, between Northern Pacific Railway Company, hereinafter called "Pacific Company," and Chicago, Burlington & Quincy Railroad Company, hereinafter called "Burlington Company":

Under the terms of a certain agreement between the Pacific Company and the Burlington Company dated December 16, 1920, effective as of September 6, 1917, the Pacific Company granted to the Burlington Com

pany the right to run its freight trains over all that part of the railway of the Pacific Company extending from a connection between the tracks of the parties at or near Third Street in Saint Paul to a point at or near Como Avenue bridge in Minneapolis, the railway and points of connection being shown colored in red on a map marked "Exhibit A" attached to said contract.

There is not included in the tracks over which the Burlington Company is given the right to run its freight trains a wye track of the Pacific Company located at St. Anthony Park, which the Burlington Company desires to use for turning its engines and cabooses.

In consideration of the premises and the mutual dependent promises herein set forth the parties agree as follows:

The Burlington Company shall have the right to use said wye track at St. Anthony Park for turning its engines and cabooses, and shall pay monthly to the Pacific Company for this right fifty cents (50c) for each engine or car turned on said wye.

Sections 1 and 2, of Article III, of said agreement dated December 16, 1920, shall apply to the maintenance and use of said wye track as fully as though herein set forth.

This agreement shall take effect on the date hereof and shall continue in effect until terminated on thirty (30) days' notice in writing by either party to the other.

In Witness Whereof the parties hereto have caused this agreement to be executed the day and year first above written.

Northern Pacific Railway Company,
By CHARLES DONNELLY,
Pres.

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* L. B. ALLEN,
Approved as to form: *General Manager.*
THOS. J. LAWLESS, *Attorney.*

Supplemental Agreement made this 1st day of December, 1923, between Northern Pacific Railway Company, hereinafter called "Pacific Company," and Chicago, Burlington & Quincy Railroad Company, hereinafter called "Burlington Company":

Under the terms of that certain agreement between the Pacific Company and the Burlington Company dated December 16, 1920, effective as of September 6, 1917, the Pacific Company granted to the Burlington Company the right to run its freight trains over all that part of the railway of the Pacific Company extending from a connection between the tracks of the parties at or near Third Street in St. Paul to a point at or near Como Avenue bridge in Minneapolis, the railway and points of connection being shown on the map hereto attached marked "Exhibit A." By the terms of this contract it is expressly provided that the Burlington Company shall have no right to pick up or set out cars on industry tracks or spur tracks on the said railway. The Burlington Company now desires to make temporary use of the so-called Bayless Avenue spur of the Pacific Com-

pany, which spur is shown colored red on Exhibit A, and the Pacific Company is willing to permit such use.

It is therefore agreed that said contract of December 16, 1920, be hereby amended and supplemented so that the Burlington Company shall have the right to use said Bayless Avenue spur for the sole purpose of placing thereon cars loaded with paving brick and removing said cars when made empty.

The Burlington Company shall pay on or before the twentieth day of each month two dollars ($2.00) per loaded car placed on said spur during the preceding month, which payment shall cover all charges for rental and maintenance.

Except as herein otherwise provided, all the terms and conditions of said contract of December 16, 1920, shall apply to the use of said Bayless Avenue spur as fully as though the use of this spur had been included in said contract.

This agreement shall take effect on the date hereof and shall continue in effect until terminated on thirty (30) days' notice in writing by either party to the other.

In Witness Whereof the parties hereto have caused this supplemental agreement to be executed the day and year first above written.

Northern Pacific Railway Company,

[SEAL] *By* CHARLES DONNELLY,
President.

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* E. P. BRACKEN,
Vice President.

Form O.K.
THOS. J. LAWLESS

AGREEMENT, September 28, 1880. Sidney Bartlett, etal and F. E Hinckley, etal.

This Memorandum of Agreement made this Twenty Eighth day of September A. D. 1880, between the Chicago Burlington & Quincy Railroad Company, by its Committee Messrs. Sidney Bartlett, John L. Gardner, Jr. and C. E. Perkins of the first part, and F. E. Hinckley for himself and Associates, owners of Five thousand, six hundred and forty (5640) shares of the stock of the Chicago & Iowa Railroad Company, of the second part,

Witnesseth:

1st

That the second party agrees that he will on or before the 1st day of January next, if he can do so without incurring pecuniary liability greater than the amount the first party is to pay therefor, take up and deliver, or cause to be taken up and delivered, to the first party all the outstanding Bonds of the Chicago & Iowa Railroad Company amounting to seventeen hundred and fifty thousand dollars ($1,750,000) for which the first party agrees to pay the par value thereof and accrued interest in money or in its 5% Bonds at par at its option.

2nd

That the second party also agrees that he will on or before the said first day of January purchase or cause to be purchased, the entire outstanding Bonds and Stock, overdue coupons and other indebtedness of the Chicago, Rockford & Northern R. R. Company and deliver the same, together with the said Chicago, Rockford & Northern Railroad and all property connected therewith or belonging thereto, free of all liens, and also all property belonging to that Company, to the said first party for the sum of Five hundred thousand dollars, which amount said first party agrees to pay therefor to the second party upon the completion of such purchase and delivery.

3rd

That the second party further agrees that he will on or before said first day of January cause and procure to be purchased, as low as may be and at a price not exceeding the par value thereof, and transferred to some person or party to be agreed upon, to receive the same for and in behalf of the Chicago & Iowa Railroad Company, the one thousand shares of the capital stock of the Chicago & Iowa Railroad Company owned by the township of Aurora, which it is mutually agreed shall be paid for out of monies in the Treasury of the Chicago & Iowa Railroad Company, or monies to which that Company may be entitled if there shall be sufficient for that purpose, and any deficiency in the amount requisite for such purchase shall be furnished by the first party, provided the first party is to advance no money for the purchase of such stock unless the provisions of this contract shall be fully executed and the first party becomes the owner of the C. & I. Railroad.

4th

That the second party will on or before the said first day of January next, deliver, or cause to be delivered, to the first party, the Chicago & Iowa Railroad and its equipment and all other property of the Chicago & Iowa Railroad Company, including moneys, notes, accounts, choses in action and personal property, whatsoever in its possession, or in the possession of W. H. Holcomb the Receiver now in possession of the property of that Company, or to which it or the said Receiver may be or may become entitled, and that he will on or before said day or as soon thereafter as practicable, cause the said Receiver to adjust and settle his accounts as such Receiver and procure his discharge, and will cause to be dismissed all pending suits affecting the Chicago & Iowa Railroad Company, its stock or property, or will procure such other order to be entered in the proper courts with reference to such suits as counsel for the first party may advise, so far as it is in the power of said second party to accomplish the same.

5th

If and as soon as the second party shall make or cause to be made the said several purchases and complete the said deliveries above provided

for, in manner aforesaid, then the first party agrees that it will purchase of the second party and his associates, the five thousand, six hundred and forty shares of the Capital Stock of the Chicago & Iowa Railroad Company held by them, and on delivery and transfer thereof to it will pay to the second party therefore the sum of five hundred and sixty four thousand dollars, in money, or in its 5% Bonds at par at its option.

6th

That the second party stipulates and agrees that the said stock held by him and his associates the said stock held by the township of Aurora and the six thousand six hundred and forty shares held by the first party, or by others for it, constitute the entire outstanding stock of the Chicago & Iowa Railroad Company.

7th

This Memorandum of Agreement is made subject to ratification by the Board of Directors of the first party, and when so ratified may be reduced to one of more formal character.

Time for carrying the above into effect extended to May 1st 1881.

C. E. PERKINS,
For the C. B. & Q. Committee

DECREE, December 4, 1877, in the Circuit Court of the United States, for the Northern District of Illinois.

(See page 966)

Present: the Honorable Thomas Drummond, Circuit Judge, and Honorable Henry W. Blodgett, District Judge.

John N. Denison and John W. Brooks,
vs.
The Chicago and Iowa Railroad Company, and also Charles Ingersoll Bowditch, William G. Weld, and C. J. Morrill, on their Intervention. } In Chancery.

This cause came on to be heard at the present term, that is to say, on this fourth day of December, A. D. 1877, upon a bill of complaint filed therein, taken *pro confesso*, and upon the Master's report, to which no exceptions were taken, and having been argued by the counsel for the complainants in open court, and upon full consideration thereof, it is ordered, adjudged and decreed, and the court doth hereby order, adjudge and decree as follows, to wit:

I. That said report of the Master made and filed in this cause, be, and the same is in all things confirmed; and

That the principal of the bonds now outstanding, secured by the Trust Mortgage to the complainants in this cause, of the date of July 1st, 1871, and amounting to eleven hundred and fifty thousand dollars ($1,150,000) is hereby declared to be due and payable.

II. That the said defendant, the Chicago and Iowa Railroad Company pay to said complainants, John N. Denison and John W. Brooks, trustees in the said Trust Mortgage, or to the Master of this court, within ten days from date of this decree, the principal sum and interest due on

the bonds secured by said Trust Mortgage to the complainants, amounting on the first day of December, inst. to the sum of one million, two hundred, thirty-five thousand, four hundred and eighty-three dollars and thirty-three cents, ($1,235,483.33) with interest thereon from the first day of December, instant, at the rate of six per cent per annum, together with the costs of this suit to be taxed. And in case payment be made to the Master of this court, the same shall remain subject to the further order and direction of this court in respect to the distribution thereof.

III. That in default of such payment the mortgaged premises in said bill of complaint mentioned and described in the mortgage of said Chicago and Iowa Railroad Company to said complainants, and intended to be conveyed thereby, that is to say:

All the railroad of said Chicago and Iowa Railroad Company, made or to be made, extending from Joliet, in the County of Will to Forreston in the county of Ogle in said State of Illinois, including right of way therefor, road-bed, superstructure, iron, ties, chairs, splices, bolts, nuts, spikes, all the lands and depots grounds, station-houses, depots, viaducts, bridges, timber and materials, and property purchased for the construction of said railroad, all the engines, tenders, cars and machinery, all kinds of rolling stock owned by said Chicago and Iowa Railroad Company, acquired for or to be used upon said railroad, and all the franchises and rights of said Chicago and Iowa Rail Road Company relating thereto, and all property acquired by virtue thereof, including side-tracks, turn-outs, machine shops, tools, implements, and personal property used on or along the line of said Railroad; and all property acquired by said company since the execution of said mortgage in and relating to said railroad, together with all and singular the tenements and appurtenances thereto belonging, and the rents, issues and profits thereof, and all the estate, right, title and interest whatsoever, as well in law as in equity of said Chicago and Iowa Rail Road Company, of, in and to the same, and all other property, rights and franchises and things whatsoever, which were intended to be conveyed by said mortgage, now in the hands or under the control or authority of the receiver appointed in this cause, and all property acquired by purchase or otherwise by said receiver during the pendency of this suit for use in connection with said railroad and which shall be at the time of said sale, in his possession, or to which he shall be entitled, *shall be sold* by Henry W. Bishop, Master of this court, together as one entire property and not in separate parcels, in the manner hereinafter directed, in order to satisfy and pay the amount due on the bonds secured by said Trust Mortgage of the said Chicago and Iowa Railroad Company to said complainants, and the costs and expenses of this suit, and of said sale.

That the sale made under this decree shall be at public auction to the highest bidder. That notice of the time and place of such sale shall be given by said Master by advertisement thereof daily for thirty (30) successive days next preceding the day of sale, in a daily news paper in each of the cities of Chicago and Boston.

That the complainants, or either of them, may bid at such sale and

purchase in said property for and on behalf of the holders of the bonds secured by the Trust Mortgage to the complainants.

Or, said property may be bid off by, and sold and conveyed directly to any Rail Road Company which may at the time of such sale have been organized by said bondholders or by other persons in their interest for the purpose of taking and operating said mortgaged railroad and property on their behalf:

That at the time of the sale said Master shall require to be paid to him by the purchaser of said property in cash, such an amount as may be required to pay the expenses of such sale, and costs and expenses of this suit, including the fees of the master and of the solicitors for the complainants, and for the expenses of the complainants as trustees, and such additional amount in cash as may be required to pay to the bondholders secured under said Trust Mortgage to complainants, who shall not, at the time of such sale, have signified their purpose to join in the purchase of said property, their proportionate part of the purchase money.

For the payment of the remainder of the purchase money, the said Master may receive the bonds of said defendant, the Chicago and Iowa Railroad Company secured by said Trust Mortgage to the complainants; each bond receivable for one eleven hundred and fiftieth part of the purchase money distributable to bondholders.

Said Master to require full payment of the purchase money in cash or in bonds as herein provided, within thirty days from and after the day of sale.

But in case said property shall be bid off by any person or persons other than said bondholders, or some person or persons on their behalf, or by or on behalf of such new organization, then and in such case, the Master shall require the whole amount of the purchase money to be paid in cash at the time of sale.

Upon the expiration of the thirty days from and after the day of sale, said Master is directed to make and present to this court a report of his proceedings under this decree, and upon confirmation of such report the said Master shall execute and deliver a deed of conveyance of the premises to the purchaser or purchasers thereof.

And for the better assuring to the purchaser the title to the same, said defendant company and its president, and the receiver in this cause shall jointly or separately execute and deliver to such purchaser or purchasers, or to his or their assigns, a release deed of all their right, title and interest in and to the premises, to which said purchaser is entitled, and to every part thereof. And upon neglect or refusal to make such release deed by either of them, the said Master is hereby directed in its, his or their names, or their behalf, to execute and deliver such release deed.

IV. Should said premises be purchased at such sale by the complainants, or either of them, on behalf of the holders of the bonds secured under the Trust Mortgage to them, or buy such new Rail Road Company organized by said bondholders, the same shall be held in trust by the purchaser

for all bondholders who have joined or may join in such purchase or new organization, ratably to the amount of bonds held by them respectively.

That all such bondholders who shall have joined in such purchase, and all such as shall desire to participate in the benefits thereof, shall deliver their bonds to the complainant or complainants making such purchase, or to the Master of this court, within thirty (30) days from and after the day of sale, and shall within the same time pay over to them or him, the amount of cash required to be paid to the Master under the terms of this decree.

That all said bondholders who shall fail to come in and deliver their bonds and pay over the moneys as herein provided within the thirty (30) days from and after the day of sale, shall not be entitled to take or receive the benefits of such purchase, or of such new organization, and shall be thereafter forever barred and estopped from setting up any right to participate in such purchase or such new organization, or to the property bid off at such sale. But the court may, upon good cause shown, and upon such terms as may seem equitable, enlarge the time of their coming in, for a period not exceeding thirty (30) days.

V. That the Master, with his report of the proceedings under this decree bring into this court, together with the balance of purchase money remaining in his hands there to remain subject to the orders of the court, all bonds that shall be delivered to and received by him in payment of such purchase money, and cancel the same and file them with the clerk of this court.

That the delivery to the purchaser of the deed conveying to him, it or them, the said mortgaged premises after the confirmation of said sale, and the payment to the parties entitled to the same, all the moneys found to remain in the hands of the receiver upon a final settlement of his accounts as hereinafter provided, shall be deemed and taken to be a full satisfaction of all such bonds, and also of this decree, so far as the same is based upon the same.

VI. That all said bondholders not joining in such purchase or new organization, and not electing to participate in the benefits thereof as hereinbefore provided, will present their bonds to the clerk of this court, who will pay to them respectively, their proportion of the amount bid at such sale, and endorse on each bond its just proportion of the amount received on such sale, as a payment to that extent, and return the same to the owner thereof.

VII. That such sale be made subject to outstanding bonds of the said defendant company, of the date of November 1st, A. D. 1869, to the aggregate of six hundred thousand dollars, ($600,000) with interest thereon to December 1st, A. D. 1877, amounting to twenty thousand dollars, ($20,000), secured by a trust mortgage executed by the said defendant company, of the same date with said bonds, to the Farmer's Loan and Trust Company, trustee therein, and subject to all the rights of the holders of these bonds, and of the trustee under this deed of trust.

VIII. That until the confirmation of the Master's report of sale and delivery of the Master's Deed to the purchaser, herein provided for, the

mortgaged premises and property to remain in the custody of the receiver heretofore appointed by this court, to be operated and managed by him under the orders of the court.

IX. That upon delivery of the mortgaged premises to the purchaser thereof, the receiver shall immediately settle and adjust his accounts with the master of this court, to whom the same are referred for that purpose, and for report thereon. That upon final settlement of his accounts, the receiver will pay over and deliver to the clerk of this court, any moneys or property that may remain in his hands, to be subject to the order of the court for distribution among the bondholders entitled to the same, or for such other appropriation by the court as equity may seem to require.

X. Should any lawful contracts or just liabilities of the receiver remain unexecuted or unsatisfied at the termination of his office, and the moneys paid over by him into this court shall not be sufficient to adjust the same, the court reserves to itself the right to make such order for the further execution of such contracts, and for the discharge of such obligations as circumstances may equitably demand.

XI. That upon sale of the said mortgaged premises as hereinbefore provided, the said defendant, the Chicago and Iowa Railroad Company and also Charles Ingersoll Bowditch, William G. Weld and C. J. Morrill, except as bondholders claiming under this decree and such sale, whose rights in that relation are hereby preserved, and each of them, be forever barred, foreclosed and estopped from setting up any right, title, interest, estate, claim or demand at law or in equity, in or to the said mortgaged premises as the same are described in this decree and intended to be included thereby or any part or parcel thereof.

And that upon the confirmation of such sale and delivery of the deed conveying said premises to the purchaser thereof, pursuant to this decree, said defendant company and all persons claiming under it since the date of said Trust Mortgage to the complainants, and the said receiver do immediately surrender and deliver up the possession of said premises, and every part and parcel thereof, unto said purchaser or purchasers, his or their assigns upon presentation of said deed of said Master so to be made delivered as aforesaid.

XII. That the fees and compensation of the Master for his services in carrying into execution this decree, and for the services of the solicitors for complainants in this cause, together with the costs of this suit and of such sale, and the expense of carrying the same into execution, and the expenses of the complainants in this cause, be paid by the Master out of the proceeds of such sale, or by the receiver out of any moneys in his hands which may be equitably appropriated by him for that purpose.

AGREEMENT, April 1, 1870, Chicago, Burlington & Quincy Railroad Company and The Chicago and Iowa Railroad Company.

(See page 962)

Memorandum of an agreement made and entered into this first day of April A. D. 1870, by and between the Chicago, Burlington & Quincy Railroad Company of the first part and the Chicago and Iowa Railroad Com-

pany of the second, both being corporations established by the laws of the State of Illinois.

Witnesseth: That whereas the party of the second part is now engaged in the construction of a line of Railroad from the City of Aurora in a westerly direction to the Mississippi River, and for the purpose of enabling said Railroad Company to transport its freights and passengers to the City of Chicago and thereby enable it to do business in the City of Chicago, It is agreed by the party of the first part to permit the party of the second part to connect its Track with that of the party of the first part at a point on the West side of the Fox River within or near the City of Aurora Kane Co. Illinois, and for the purpose of enabling the said Chicago and Iowa Railroad Company to construct their line of Railroad with such extentions, branches and appurtenances as they may from time to time make, Said Chicago, Burlington & Quincy Railroad Company agrees to carry all the material used in the construction of said Railroad of the party of the second part that shall go from the City of Chicago at cost not to exceed Ten dollars per car and generally not to exceed Two and one half Cents per ton per mile, and one dollar and a half per car for dockage and loading, said party of the second part furnishing their own cars and take them for the same out of the joint business done between the parties after the said second party shall have completed their line of Railroad.—

And the better to promote the convenience of the public and to facilitate the despatch of the joint business of the two companies, meaning by joint business, any business participated in by them which shall pass over the whole or any portion of the Road of the party of the first part and over any portion of the road of the party of the second part whether relating to the transportation of freight or passengers as well as for the purpose of defining their seperate relations to each other in the transaction of said joint business the said parties hereby agree mutually with each other as follows, Viz:

First: The taking of goods or passengers upon one of these roads to pass upon the other shall not be by reason of this instrument (except when it is specifically provided) effect the remedy of either against the other, nor give the public any rights of action against both or either seperately, which they would not otherwise have—

Second: Each party upon its respective Roads shall furnish for the joint business which originate or be left upon it as suitable & proper depot accommodations as it may have and use for its own seperate business. The party of the first part is to furnish Depot Accommodations both in the City of Chicago and Aurora and each will exercise the same care and vigilance in selling tickets to passengers and giving the proper information in receiving and delivering all freights offered for transportation including the loading and unloading for the joint business as for its separate business, the said Second party however to pay its proper proportion of station service rendered at Aurora by said first party as to all business local to the road of the second party, each party will also collect and be answerable to the other for the dues and receipts on joint account accrueing and to be collected on their respective Roads and pay over to the

other each and every week as near as may be ascertained the amount of money which may have been accumulated in its hands belonging to the other leaving accurate settlements to be made between them at the end of each month or within thirty days thereafter at which time abstracts of the joint business shall be furnished by each company to the other and the books of each shall be open to the other to verify the same.

Third: The party of the second part shall furnish all necessary and suitable passenger, freight and other cars for the joint business and the said party of the first part shall furnish repair and operate all necessary and suitable motive power to transport the cars for the joint business upon the Road of said first party between the junction of the two roads and the City of Chicago, and will transport the cars used therefor promptly unload and reload the same without unnecessary delay showing no partiality or favor to their own cars over those used for the Joint business. Grain, Lumber and Stock however to be handled loaded and unloaded in like manner as are the Grain Lumber and Stock transported Soley by said first party and are to be paid for by the owners in like manner.

Fourth: The mode of division of the revenues from the Joint business shall be as follows; the whole money earned upon the two roads in the transportation of any property or passengers in the Joint business shall be presumed to have been earned upon each road in proportion to the distance it has passed over each road, allowing to every mile it may be carried a uniform rate of compensation or dividing the whole money earned by the number miles the passenger or freight has been carried to get the earnings of each mile and this multiplied by the miles carried on each road will give the revenue earned upon each road: The whole of the revenue earned or accrued upon the Road of the second party shall belong to it, of the monies earned or accrued upon the Road of the first party, Seventy (70) Dollars out of every hundred (100) Dollars shall belong to it, and the balance being Thirty (30) Dollars out of every one hundred (100) Dollars shall belong to the party of the second part, and after this rate shall all money Thus earned upon the Joint freight passenger, mail and express business upon the Road of the first party be divided.

Fifth: The party of the second part shall have the right to fix upon and alter and adjust the Tariff of the joint business but shall not fix the tariff lower than the same may be upon competing points on the road of the party of the first part to the prejudice or injury of said first party.

Sixth: Should any Passenger or freight get into or upon the cars in their joint passage over the road of the first party, such passengers or freight not passing over any portion of the Road of the second party. The money collected for the transportation of such freights or passengers shall be paid over to the party of the first part after deducting a reasonable compensation for the service done to be agreed upon by the superintendents of the two Roads.

Seventh: The party of the second part may elect at any time after giving the first party reasonable notice of their intentions so to do, to furnish their own Engines, and equip their own trains with suitable conductors and other necessary agents and servants to take charge thereof,

and also to furnish water and fuel for the engines except in the City of Chicago using the track of said party of the first part and also their Depot accommodations in the City of Chicago, and when the trains of the said second party are equipped and furnished and run by the said second party as herein provided, such rules, regulations and provisions for running of the Trains of said second party on the road of said first party between Chicago and Aurora and for the adjustment of all expenses and damages that may be occasioned thereby shall be agreed upon as shall be reasonable and proper and when said Second party shall so equip and run their trains, the proceeds of the Joint business shall be divided as follows:—The party of the first part shall receive Sixty per cent instead of Seventy per cent and the party of the second part shall receive Forty (40) per cent instead of Thirty (30) per cent as specified in the fourth Article of this contract, provided however, That this option shall not go into effect until the business shall have become sufficiently large to make it more convenient for both parties that seperate trains shall be run to accommodate the business of the second party.

Eighth: At first and until said second party shall erect and establish suitable shops of their own for the manufacture of Engines and Cars, The said first party agrees to manufacture any passenger, freight and other cars, and to repair any engines, cars and tools needed by said second party and to charge actual cost and five (5) per cent for doing the same. Statements of Accounts to be made semi-annually and all amounts not paid within ten day's after rendering the statement to draw interest until paid.

Ninth: If in the execution and performing of this contract questions of difference shall arise between the parties as to the meaning of this contract or any part thereof, or if in practice it shall be found that some other provision should be inserted herein, or some contained herein should be modified or changed in order to secure the object designed by this Contract, or if in practice it should be found by either party that any provision or stipulation herein operate injuriously or unjustly to the interests of said party it is mutually agreed by the parties herein, that in every such case in order to carry out the general intent and scope of this contract that both parties will negotiate with fairness and candor anew and insert other clauses to obviate the unfairness or difficulty.

But if in the operation of this contract the parties are unable to amicably adjust any question of difference that may arise either party may by first giving Ten (10) days written notice to the other party of his intentions so to have the matter in dispute submitted to two disinterested parties as referees one of whom shall be selected by each party and if at the end of Ten (10) days the party notified does not select his referee then the party giving the notice may select both referees and they may select a third in case they cannot agree and their award made after notice to the parties of the time and place of having the matter referred and hearing the party or parties that may attend, shall be final and binding on the parties and they hereby expressly agree to abide thereby.

Tenth: Should the party of the first part be dissatisfied hereafter with the amount agreed to be paid for engine and train service and so fourth

under clause seventh of this contract it shall have the right to have it readjusted by future mutual agreement or by arbitration as herein provided for in other cases.—

This contract shall take effect and be in force for the term of Thirty (30) Years from the first day of April A. D. 1870 and during that period the business both freight and passenger of the said second party to and from Chicago shall be done over the road of the said first party under this agreement.

In Witness Whereof the said parties by their respective presidents have hereunto set their hands for and on behalf of their respective corporations and have caused the seal of each Corporation attested by the Sec'y thereof to be hereunto attached. The day and year first above written.—

Written:

The C. B. & Q. R. R. Co.

[SEAL] *By* J. F. Joy,

Attest: *President.*

A. T. Hall, *Sec'y.*

The Chicago and Iowa R. R. Co.

F. E. Hinckley,

Attest: *President.*

P. B. Stickney, *Sec'y.*

SUPPLEMENTAL AGREEMENT, April 1, 1870 Chicago, Burlington & Quincy Railroad Company and The Chicago and Iowa Railroad Company.

(See page 962)

Whereas, the Chicago Burlington and Quincy Railroad Company and the Chicago and Iowa Railroad Company did on the first day of April A. D. 1870, enter into a contract for doing a Joint business in the transportation of Freight and Passengers and Whereas by the terms of said Contract the Chicago and Iowa Railroad Company is to receive Thirty (30) per cent of the gross earnings from the joint business between Chicago and Aurora which will be to it mostly net profits and by which there will accumulate in the hands of the Chicago, Burlington and Quincy R. Road Company a large amount of money belonging to the said Chicago and Iowa Railroad Company and

Whereas, the said Chicago and Iowa Railroad Company has this day executed to the Farmers Loan and Trust Company of the City of New York as Trustee its first and only mortgage on all of this said Railroad together with all of its appurtenances rights and franchises, and

Whereas, said Company is desirous of providing a fund to secure the payment and ultimate redemption of said mortgage and the bonds issued under it.—

Now Therefore, it is hereby mutually agreed by and between the parties that the said Chicago, Burlington and Quincy Railroad Company is hereby authorized to retain in their hands all the money which may be earned in said joint business and on the first day of April and October in each year pay over all monies so accumulated in their hands as belonging to

the Chicago and Iowa Railroad Company to the said Trustee and to be used by it as provided in said mortgage for the purpose of providing a sinking fund for the redemption of said mortgage bonds.

It is expressly understood, that the mortgage above referred to shall not be for an amount to exceed Sixteen (16) Thousand Dollars to the mile of finished road and that the stipulations of this agreement shall only apply to those bonds on which a copy of this Contract is printed.

This Contract shall be construed to be not only a contract between the parties but also between the parties and the holders of any of said bonds.—

This contract to be in force for Thirty (30) Years or for so long a time as will be sufficient to provide a fund large enough to redeem all of said bonds after which time the earnings from the joint business shall be paid over to the said Chicago & Iowa Railroad.

And in order to make such fund as large and effectual as possible it is agreed that all the business of said Chicago and Iowa Railroad Company both freight and passenger both to and from Chicago shall pass over the road of the first party.—

In witness whereof, the said parties by their respective Presidents have hereunto set their hands for and in behalf of their respective Corporations and have caused the seal of each corporation attested by the secretary thereof to be hereunto attached this first day of April A. D. 1870.—

The Chicago, Burlington and Quincy Railroad Company,

[SEAL] *By* JAMES F. JOY,

Attest: *President.*

A. T. HALL, *Sec'y.*

The Chicago and Iowa Railroad Company,

[SEAL] *By* F. E. HINCKLEY,

Attest: *President.*

P. B. STICKNEY, *Sec'y*

AGREEMENT, February 18, 1925 Chicago, Burlington & Quincy Railroad Company and Paducah & Illinois Railroad Company.

(See page 1641)

AGREEMENT, Made and entered into this 18th day of February, 1925 by and between the Chicago, Burlington & Quincy Railroad Company, as party of the first part, hereinafter called the "Burlington Company," and the Paducah & Illinois Railroad, as party of the second part, hereinafter called the "Paducah Company";

Witnesseth: Whereas, a connection between the track of the Burlington Company and the track of the Paducah Company at Metropolis, Illinois, has heretofore been constructed and has since been in operation, and the parties desire to set forth in writing the ownership of said switch connection and the obligations of the parties hereto with respect to the maintenance thereof;

Now, Therefore, it is agreed by and between the parties hereto as follows:

I. The location of said connection is as shown on blue print 58056 here to attached, identified by the signature of A. W. Newton, Chief Engineer, which is hereby made a part hereof.

The Burlington Company in consideration of the payment to it by the Paducah Company of the cost of the labor and material involved in the construction thereof, the receipt of which is hereby acknowledged by the Burlington Company, does hereby transfer, convey, and assign to the Paducah Company all that certain trackage which is shown in red on said blue print hereto attached.

The ownership of the trackage shown in green on said blue print hereto attached is vested in the Paducah Company. The ownership of the trackage shown in yellow on said blue print hereto attached is vested in the Burlington Company.

II. The said connection from point of switch to heel of frog, as shown on said blue print hereto attached, shall be maintained, repaired and renewed by the Burlington Company, and the Paducah Company shall within twenty (20) days after the receipt of bills therefor from the Burlington Company pay to the Burlington Company one half the cost of such maintenance, repair and renewal.

The Burlington Company shall be the equal joint owner with the Paducah Company of any new switch ties which may be installed by the Burlington Company in said connection in lieu of the present switch ties therein.

III. The said connection and its appurtenances shall be subject to the provisions, all and singular, of the contracts between the parties hereto dated September 1, 1914, and January 10, 1923, respectively, and this agreement relating to the maintenance of said connection shall run concurrently with said agreements dated September 1, 1914 and January 10, 1923, and shall terminate therewith.

In Witness Whereof, the parties hereto have executed this agreement in duplicate, the day and year first above written.

Chicago, Burlington & Quincy Railroad Company,
By C. G. BURNHAM,
Executive-Vice President.

Form Approved:
THOS. J. LAWLESS,
General Attorney.

Paducah & Illinois Railroad,
By W. P. BRUCE,
Gen'l Manager.

SUPPLEMENTAL AGREEMENT, February 1 ,1919. Chicago Union Station Company, Chicago, Burlington and Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, Pennsylvania Company, The Pennsylvania Railroad Company, Pittsburgh, Fort Wayne and Chicago Railway Company and Illinois Trust and Savings Bank (Trustee), covering the construction, maintenance and operation of a union passenger station and facilities.

(see page 242.)

This Supplemental Agreement, made this First day of February, 1919, by and between Chicago Union Station Company, hereinafter designated the Station Company, Chicago Burlington and Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company and Pennsylvania Company,

hereinafter designated the Proprietary Companies, The Pennsylvania Railroad Company, Pittsburgh, Fort Wayne and Chicago Railway Company, and Illinois Trust and Savings Bank, hereinfter designated the Trustee:

Witnesseth:

Whereas, the Station Company, in order to secure the payment of the principal and interest of an aggregate issue of $60,000,000.00 First Mortgage Gold Bonds, executed and delivered to the Trustee its First Mortgage, dated July 1, 1915; and

Whereas, all of the parties hereto except The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company entered into an agreement, dated July 2, 1915, to which this agreement is supplemental, in which terms and provisions for the construction, maintenance, operation and occupancy of a union station in Chicago, Illinois, were embodied and set forth; and

Whereas, Section Five of the said agreement of July 2, 1915, provides for the joint and several guaranty of the bonds of the Station Company, in manner and form as set forth in the said section, by the Proprietary Companies named therein, including The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company; and

Whereas, Section Twenty of the said agreement of July 2, 1915, provides that the covenants of the said agreement shall be binding upon and inure to the benefit of the respective parties thereto, their successors, lessees, grantees and assigns; and further provides that "if any of the Proprietary Companies shall consolidate with any railway company, the consolidated company shall be liable to make all payments and to perform all obligations which would be obligatory upon each of the constituent companies, if such consolidation had not been made, and shall likewise succeed to all the rights, privileges and advantages of said constituent companies"; and

Whereas, The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, one of the Proprietary Companies named in the said agreement and in the said form of guaranty, was on January 1, 1917, duly merged into a consolidated company under the name of The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, which said consolidated company now owns in severalty all of the stock of the Station Company formerly owned by The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company:

Now, therefore, in consideration of the premises, and of the covenants and agreements and the reciprocal benefits and advantages conferred upon and secured by the parties hereto in the said agreement of July 2, 1915, to which this agreement is supplemental; and in further consideration of the rights, privileges and advantages acquired by and the promises and undertakings of The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, it is covenanted and agreed as follows:

SECTION 1. The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company hereby assumes and makes its own the obligations of The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company as contained and set forth in said Section Five of the said agreement of July 2, 1915, and in the form of guaranty contained therein, and covenants and agrees to make all payments and to perform all obligations which would be obligatory upon The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, if the

said consolidation had not been made; it being the purpose and intent of this agreement that The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company shall, as it hereby does, assume the full performance of all covenants and conditions in the matter of the said guaranty imposed upon and assumed by The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company in Section Five of the said agreement of July 2, 1915.

§ 2. The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company hereby expressly approves, adopts, and assumes the guarantee by The Pittsburgh, Cincinnati, Chicago & St. Louis Railway Company of all bonds heretofore issued and outstanding under the said First Mortgage of the Station Company, dated July 1, 1915, and in order to effectuate and give binding force to the provisions of the said Section Five of the said agreement of July 2, 1915, with respect to all bonds hereafter to be issued under said First Mortgage of the Station Company, dated July 1, 1915, and to substitute The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company for the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company as one of the said Proprietary Companies of the said Station Company within the purview of the said agreement of July 2, 1915, and of Section Five thereof, it is hereby covenanted and agreed by and between the parties hereto that the said Section Five of the said agreement of July 2, 1915, shall be and the same is hereby so amended, approved and adopted, as the act of the parties hereto, that it shall read and be of full and binding force and effect as follows:

"SECTION FIVE. For the considerations aforesaid, it is hereby agreed between the Station Company, the Proprietary Companies, and the Trustee, and for the benefit of each and all of the present and future holders of all of the bonds issued or to be issued, or reissued or exchanged, under or as provided in the First Mortgage, dated July 1, A. D. 1915, by the said Station Company to Illinois Trust and Savings Bank, Trustee, as follows:

"The Proprietary Companies shall and will jointly and severally guarantee the payment by the Station Company of both the interest and principal of all and every of the said bonds, whether in temporary or definitive form, according to their tenor, by causing their guaranty to be placed on each of the said bonds issued or to be issued, or reissued or exchanged, under or as provided in the said First Mortgage, substantially in the form following:

(Form of Guaranty.)

Chicago, Burlington and Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, and Pennsylvania Company, for value received, do hereby, jointly and severally, unconditionally guarantee to the holder of the within bond the payment of the principal thereof and of the indebtedness represented thereby, and of the interest on the said bond and indebtedness, as such principal and the installments of the said interest shall respectively become due; and in case of the failure of Chicago Union Station Company punctually to make payment of either the principal or the interest as the same shall become due, do hereby jointly and severally agree punctually to make such payments.

In witness whereof, the said guarantor companies have caused their respective corporate names and the signatures or the engraved facsimile signatures of their respective presidents or vice presidents to be hereunto affixed and this guaranty to be countersigned on behalf of each of them by Illinois Trust and Savings Bank, their agent duly appointed for that purpose.

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY,
By.....
President.

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY,
By.....
President.

THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD COMPANY,
By.....
Vice President.

PENNSYLVANIA COMPANY,
By.....
Vice President.

Countersigned on behalf of each of the above four Companies by
ILLINOIS TRUST AND SAVINGS BANK,
Agent,
By.....

The respective corporate names of the Proprietary Companies and the signatures or the engraved facsimile signatures of their respective Presidents or Vice Presidents shall be affixed to the said guaranty. The engraved facsimile signature of any person who shall have been President or Vice President of any of the Proprietary Companies may be used for that purpose notwithstanding the fact that he may have ceased to be such President or Vice President at the time when such bonds shall be guaranteed. The Trustee shall countersign such guaranty upon bonds issued from time to time under the said First Mortgage to an aggregate principal amount not to exceed $60,000,000.00 at any one time outstanding, upon receipt from time to time by the Trustee of a copy of a resolution of the Board of Directors or the Executive Committee of each of the Proprietary Companies, certified by its Secretary or an Assistant Secretary under its corporate seal, approving the guaranty of such bonds to a specified amount and stating the interest rate, terms of redempion and any variations from the forms of bonds recited in the First Mortgage. The Trustee shall also countersign without any such resolution the guaranty upon bonds issued by the Station Company and authenticated by the Trustee in accordance with the provisions of the said mortgage to replace bonds mutilated, lost or destroyed, or to effect exchanges of coupon and registered bonds or transfers of registered bonds. The Proprietary Companies adopt respectively the engraved signatures to the guaranty upon the First Mortgage Gold Bonds of Chicago Union Station Company to be issued under the mortgage dated July 1, 1915, and authorize Illinois Trust & Savings Bank to countersign the said guaranty on behalf of each of the Proprietary Companies; and its countersignature of any guaranty

shall be conclusive evidence of the validity and due execution thereof by each of the Proprietary Companies.

The Proprietary Companies and each of them assent to all the terms and conditions of the said bonds, and of the said First Mortgage, and hereby waive presentation or demand of any of the said bonds and of any interest coupons, and waive protest of the said bonds and of any interest coupons, and waive notice of presentation, demand and protest, and of any sale of the mortgaged premises or other trust estate in pursuance of the said First Mortgage, whether by the Trustee thereunder or in judicial proceedings. The obligations of the Proprietary Companies shall not be affected by any action taken under the said First Mortgage in the exercise of any right or power thereby conferred or by any failure or omission on the part of the Trustee under the said First Mortgage to enforce any rights given thereunder or conferred thereby, or by any failure or omission on the part of the holder of any of the said bonds to enforce any right of such bondholder against the Station Company or any successor corporation, or by any action of the Trustee under the said First Mortgage, or of any bondholder against the Station Company or any successor corporation under the said bonds or the said First Mortgage, or by any action of the Trustee, or of any bondholder in granting indulgence to the Station Company or any successor corporation, or in waiving defaults on the part of the Station Company or any successor corporation under the said bonds or the said First Mortgage; and no proceedings taken for the enforcement of the said First Mortgage or for the sale thereunder of the mortgaged premises or trust estate shall affect the obligations of the Proprietary Companies or any of them.

The provisions of this Section Five may be enforced directly by the holders of the said bonds, as well as by the Trustee and its respective successors in the trust under the said First Mortgage, from time to time as often as occasion may arise, and shall not be subject to modification or change, anything in this agreement to the contrary notwithstanding. The Trustee is made a party to and has executed this agreement only for the purposes of this Section Five, and the Trustee shall not be considered or held to be a party to any of the provisions contained in the other sections of this agreement."

In witness whereof, the parties hereto have caused this supplemental agreement to be executed by their proper officers duly authorized and their respective corporate seals to be hereto affixed and attested by their respective Secretaries, or Assistant Secretaries, the day and year first above written.

Chicago Union Station Company,

[SEAL] *By* J. J. TURNER,
President.

Attest:
W. G. WHITE, *Secretary.*

Approved:
F. J. LOESCH,
General Counsel.

Chicago, Burlington and Quincy Railroad Company,
[SEAL] *By* E. A. HOWARD,
Vice President.

Attest:
T. S. HOWLAND, *Secretary.*
Approved:
.....

Chicago, Milwaukee and St. Paul Railway Company,
[SEAL] *By* R. M. CALKINS,
President.

Attest:
E. W. ADAMS, *Secretary.*
Approved:
.....

The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company,
[SEAL] *By* EDW. B. TAYLOR,
Vice President.

Attest:
S. H. CHURCH, *Secretary.*
Approved:
C. B. HEISERMAN.

Pennsylvania Company,
[SEAL] *By* B. MCKEEN,
Attest: *Vice President.*
B. B. YOUNG, *Assistant Secretary.*
Approved:
C. B. HEISERMAN.

The Pennsylvania Railroad Company,
[SEAL] *By* J. J. TURNER,
Attest: *Vice President.*
S. H. CHURCH, *Secretary.*
Approved:
C. B. HEISERMAN.

Pittsburgh, Fort Wayne and Chicago Railway Company,
[SEAL] *By* CHARLES LANIER,
President.

Attest:
R. M. COLEMAN, *Secretary.*
Approved:
C. B. HEISERMAN.

Illinois Trust and Savings Bank,
Trustee,
[SEAL] *By* F. T. HASKELL,
Attest: *Vice President.*
F. F. TAYLOR, *Assistant Secretary.*
Approved:
J. C. HUTCHINS.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, E. A. Grams, a Notary Public in and for the said County in the State aforesaid, do hereby certify that J. J. Turner, personally known to me to be the President of Chicago Union Station Company, a corporation, and W. G. White, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of February, A. D. 1919.

[SEAL]

E. A. GRAMS,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, E. M. Belt, a Notary Public in and for the said County in the State aforesaid, do hereby certify that E. A. Howard, personally known to me to be the Vice President of Chicago, Burlington & Quincy Railroad Company, a corporation, and T. S. Howland, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice President and Secretary, they signed and delivered the said instrument of writing as Vice President and Secretary of said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of February, A. D. 1919.

[SEAL]

E. M. BELT,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Carrie G. Ranz, a Notary Public in and for the said County in the State aforesaid, do hereby certify that R. M. Calkins, personally known to me to be the President of Chicago, Milwaukee & St. Paul Railway Company, a corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such President of the said corporation, he signed and delivered the said instrument of writing, pursuant to authority given by the Board of Directors of the

said corporation, as his free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of February, A. D. 1919.

[SEAL] CARRIE G. RANZ,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } SS.

I, Carrie G. Ranz, a Notary Public in and for the said County in the State aforesaid, do hereby certify that E. W. Adams, personally known to me to be the Secretary of Chicago, Milwaukee & St. Paul Railway Company, a corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, as such Secretary of the said corporation, he signed and delivered the said instrument of writing, and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as his free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of February, A. D. 1919.

[SEAL] CARRIE G. RANZ,
Notary Public.

STATE OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY. } SS.

I, J. L. Mason, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Edw. B. Taylor, personally known to me to be Vice President of The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company, a corporation, and S. H. Church, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice President and Secretary, they signed and delivered the said instrument of writing as Vice President and Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February, A. D. 1919.

[SEAL] J. L. MASON,
Notary Public.

My commission expires February 21, 1919.

STATE OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY. } ss.

I, J. L. Mason, a Notary Public in and for the said County in the State aforesaid, do hereby certify that B. McKeen, personally known to me to be Vice President of Pennsylvania Company, a corporation, and B. B. Young, personally known to me to be the Assistant Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February, A. D. 1919.

[SEAL]

J. L. MASON,
Notary Public.

My commission expires February 21, 1919.

STATE OF PENNSYLVANIA, }
COUNTY OF ALLEGHENY } ss.

I, J. L. Mason, a Notary Public in and for the said County in the State aforesaid, do hereby certify that J. J. Turner, personally known to me to be the Vice President of The Pennsylvania Railroad Company, a corporation, and S. H. Church, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Vice President and Secretary, they signed and delivered the said instrument of writing as Vice President and Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February, A. D. 1919.

[SEAL]

J. L. MASON,
Notary Public.

My commission expires February 21, 1919.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.

I, Raymond E. Storms, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Charles Lanier, personally known to me to be the President of Pittsburgh, Fort Wayne and Chicago Railway

Company, a corporation, and R. M. Coleman, personally known to me to be the Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of February, A. D. 1919.

[SEAL] RAYMOND E. STORMS,
Notary Public.

Notary Public, New York County, No. 668.
My term expires March 30, 1920.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Charles B. Overaker, a Notary Public in and for the said County in the State aforesaid, do hereby certify that F. T. Haskell, personally known to me to be the Vice President of Illinois Trust and Savings Bank, a corporation, and F. F. Taylor, personally known to me to be the Assistant Secretary of the said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of the said corporation and caused the Corporate Seal of the said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the said corporation, as their free and voluntary act, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of February, A. D. 1919.

[SEAL] C. B. OVERAKER,
Notary Public.

My commission expires March 18, 1922.

SUPPLEMENTAL AGREEMENT, December 1, 1924. Chicago Union Station Company, Chicago, Burlington & Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, The Pennsylvania Railroad Company, Illinois Merchants Trust Company, Trustee.

(see page 242.)

This Agreement, dated as of December 1, 1924, by and between Chicago Union Station Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the Station

Company, Chicago, Burlington & Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, and The Pennsylvania Railroad Company, hereinafter called the Proprietary Companies, and Illinois Merchants Trust Company, hereinafter called the Trustee:

Whereas, under date of July 2, 1915, said above named corporations or their predecessors in interests, and Pittsburgh, Fort Wayne and Chicago Railway Company, entered into a certain operating agreement concerning the construction, maintenance and operation of a union passenger station and facilities by the Station Company, to which agreement reference is hereby made for further assurance, and by said reference the same is hereby incorporated as fully as though the said agreement had been incorporated herein; and

Whereas, an agreement supplemental to said agreement was made between said above named corporations or their predecessors in interests, dated February 1, 1919, to which supplemental agreement reference is hereby made for further assurance, and by said reference the same is hereby incorporated as fully as though said agreement had been incorporated herein; and

Whereas, the outstanding capital stock of the Station Company is owned by the Proprietary Companies in the following proportions: Chicago, Burlington & Quincy Railroad Company, twenty-five per cent. (25%); Chicago, Milwaukee and St. Paul Railway Company, twenty-five per cent. (25%); The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, twenty-five per cent. (25%); and The Pennsylvania Railroad Company, twenty-five per cent. (25%); and

Whereas, the Station Company has issued $60,000,000 principal amount of its First Mortgage Gold Bonds, issued under its First Mortgage, dated July 1, 1915, executed by the Station Company to Illinois Trust and Savings Bank, Trustee; and

Whereas, The Pennsylvania Railroad Company is in possession of the line of railroad of Pittsburgh, Fort Wayne and Chicago Railway Company and is operating and maintaining the same by virtue of a lease from said Railway Company to said Railroad Company, dated June 7, 1869, for a term of nine hundred and ninety-nine years; and

Whereas, each of the Proprietary Companies, except The Pennsylvania Railroad Company, owns a line of railway into the City of Chicago; and each of the Proprietary Companies is in need of adequate property for terminal passenger station facilities in the said city; and

Whereas, it is desired to borrow not exceeding the sum of $15,000,000 for the completion of said union passenger station and for other corporate purposes of the Station Company, by the issue of 5% Guaranteed Gold Bonds, maturing December 1, 1944 (hereinafter called the Gold Bonds) to be issued under a Trust Indenture between the Station Company and Illinois Merchants Trust Company, as trustee; and

Whereas, said Proprietary Companies are jointly and severally and unconditionally to guarantee both as to principal and interest the Gold Bonds;

Now, therefore, in consideration of the premises and of the covenants and agreements in said operating agreement dated July 2, 1915, in said supplemental agreement dated February 1, 1919, and hereinafter set forth, and for the considerations aforesaid, it is covenanted and agreed between the parties hereto as follows:

SECTION 1. It is hereby agreed between the Station Company, the Proprietary Companies and the Trustee, and for the benefit of each and all of the present and future holders of all the Gold Bonds issued or to be issued or re-issued or exchanged under or as provided in the Trust Indenture, dated December 1, 1924, between the Station Company and Illinois Merchants Trust Company, Trustee, as follows:

The Proprietary Companies shall and will, jointly and severally, unconditionally guarantee the payment by the Station Company of both the guaranty to be placed on each of the said Gold Bonds so to be issued or interest and principal of all and every of the said Gold Bonds, whether in temporary or definitive form, according to their tenor, by causing their re-issued or exchanged, under or as provided in said Trust Indenture, substantially in the following form:

[FORM OF GUARANTY]

Chicago, Burlington & Quincy Railroad Company, Chicago, Milwaukee and St. Paul Railway Company, The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, and The Pennsylvania Railroad Company, for value received, do hereby, jointly and severally, unconditionally guarantee to the holder of the within bond the payment of the principal thereof and of the indebtedness represented thereby, and of the interest on the said bond and indebtedness, as such principal and the instalments of the said interest shall respectively become due; and in case of the failure of Chicago Union Station Company punctually to make payment of either the principal or the interest as the same shall become due, do hereby jointly and severally agree punctually to make such payments.

In witness whereof the said guarantor companies have caused their respective corporate names and the signatures or the engraved facsimile signatures of their respective president or vice-presidents to be hereunto affixed and this guaranty to be countersigned on behalf of each of them by Illinois Merchants Trust Company, their agent duly appointed for that purpose.

Chicago, Burlington & Quincy Railroad Company,
by
President.

Chicago, Milwaukee and St. Paul Railway Company,
by
President.

The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company,
by
Vice-President,

The Pennsylvania Railroad Company,
by
Vice-President,

Countersigned on behalf of each of the above four companies by
Illinois Merchants Trust Company, Agent,
by

The respective corporate names of the Proprietary Companies and the signatures or the engraved facsimile signatures of their respective Presidents or Vice-Presidents shall be affixed to the said guaranty. The engraved facsimile signature or the personal signature of any person who shall have been President or Vice-President of any of the Proprietary Companies may be used for that purpose notwithstanding the fact that he may have ceased to be such President or Vice-President at the time when such Gold Bonds shall be guaranteed. The Trustee shall countersign such guaranty upon Gold Bonds issued under the said Trust Indenture to an aggregate principal amount not to exceed $15,000,000 at any one time outstanding, upon receipt by the Trustee of a copy of a resolution of the Board of Directors or the Executive Committee of each of the Proprietary Companies, certified by its Secretary or an Assistant Secretary under its corporate seal, approving the guaranty of such Gold Bonds to a specified amount and upon receipt of a certificate executed by the Secretary or an Assistant Secretary of the Station Company, setting forth any variations from the form of Gold Bond recited in said Trust Agreement. The Trustee shall also countersign without any such resolution the guaranty upon Gold Bonds issued by the Station Company and authenticated by the Trustee in accordance with the provisions of the said Trust Indenture to replace Gold Bonds mutilated, stolen, lost or destroyed, or to effect exchanges of coupon and registered Gold Bonds or transfers of registered Gold Bonds or the issue of definitive or temporary Gold Bonds in exchange for temporary Gold Bonds. The Proprietary Companies adopt respectively the engraved signature to the guaranty upon the 5% Guaranteed Gold Bonds of Chicago Union Station Company to be issued under the Trust Indenture, dated December 1, 1924, and authorize Illinois Merchants Trust Company to countersign and guaranty on behalf of each of the Proprietary Companies; and its countersignature of any guaranty shall be conclusive evidence of the validity and due execution thereof by each of the Proprietary Companies.

The Proprietary Companies and each of them assent to all the terms and conditions of the said Gold Bonds, and of the said Trust Indenture, and hereby waive presentation or demand of any of the said Gold Bonds and of any interest coupons, and waive protest of the said Gold Bonds, and of any interest coupons, and waive notice of presentation, demand and protest. The obligations of the Proprietary Companies shall not be affected by any action taken under the said Trust Indenture in the exercise of any right or power thereby conferred or by any failure or omission on the part of the Trustee under the said Trust Indenture to enforce any rights given thereunder or conferred thereby, or by any failure or omission on the part of the holder or registered owner of any of the Gold Bonds to enforce any right of such Bondholder against the Station Company or any successor corporation, or by any action of the Trustee under the said Trust Indenture, or

of any Bondholder against the Station Company or any successor corporation under the said Gold Bonds, or the said Trust Indenture, or by any action of the Trustee or of any Bondholder in granting indulgence to the Station Company or any successor corporation, or in waiving defaults on the part of the Station or any successor corperation under the said Gold Bonds, or the said Trust Indenture; and no proceedings taken for the enforcement of the said Trust Indenture or for the sale of the property of said Station Company shall affect the obligations of the Proprietary Companies or any of them.

The provisions of this Section One may be enforced directly by the holders or registered owners of the said Gold Bonds, as well as by the Trustee and its respective successors in trust under the said Trust Indenture, from time to time as often as occasion may arise, and shall not be subject to modification or change, anything in this agreement to the contrary notwithstanding.

The Trustee is made a party to and has executed this agreement only for the purposes of this Section One, and the Trustee shall not be considered or held to be a party to any of the provisions contained in the other sections of this agreement.

§ 2. It is hereby agreed by the Proprietary Companies with each other and with the Station Company that all claims which the Proprietary Companies now have or at any time, as long as any of the Gold Bonds are outstanding, shall have against the Station Company, and any judgments which any of said Proprietary Companies now have or shall hereafter have, based on claims for moneys advanced by said Proprietary Companies, or any of them, for the purpose of enabling the Station Company to pay interest upon its First Mortgage Gold Bonds, issued under the Station Company's First Mortgage to Illinois Trust and Savings Bank, trustee, dated July 1, 1915, are hereby subordinated to the claims and rights of the holders of the Gold Bonds issued or to be issued under said Trust Indenture, dated December 1, 1924, and the Trustee under said Trust Indenture and the holders of the Gold Bonds are hereby given priority as against such claims of the Proprietary Companies or any of them.

§ 3. It is hereby agreed that, as between the parties hereto, the first sentence of Section Six of the above mentioned operating agreement, dated July 2, 1915, is hereby amended so as to read as follows:

> The Proprietary Companies agree that the gross annual rental to be paid by them for the use of the said station and facilities shall be a sum of money sufficient to pay interest on bonds (including interest on 5% Guaranteed Gold Bonds not exceeding $15,000,000 principal amount issued under the Trust Indenture of the Station Company to Illinois Merchants Trust Company dated December 1, 1924) and other capital obligations of the Station Company, all taxes and special assessments, and a dividend of not less than five per cent. (5%) annually on the outstanding capital stock.

Except as herein amended, said operating agreement dated July 2, 1915, as amended February 1, 1919, and all remedies and provisions of said operating agreement, amended as aforesaid, shall remain in full force and effect.

In witness whereof, the parties hereto have caused this agreement to be executed by their proper officers duly authorized and their respective cor-

porate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, as of the day and year first above written.

Executed in sextuplicate.

Chicago Union Station Company,

[SEAL] *By* B. B. GREER,
Vice-President.

Attest:
W. G. WHITE, *Secretary.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* HALE HOLDEN,
President.

Attest:
C. I. STUARTS, *Secretary.*

Chicago, Milwaukee and St. Paul Railway Company,

[SEAL] *By* H. E. BYRAM,
President.

Attest:
T. W. BURGESS, *Secretary.*

The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company,

[SEAL] *By* SAML. REA,
President.

Attest:
LEWIS NEILSON, *Secretary.*

The Pennsylvania Railroad Company,

[SEAL] *By* SAML. REA,
President.

Attest:
LEWIS NEILSON, *Secretary.*

Illinois Merchants Trust Company,

[SEAL] *By* LEON L. LOEHR,
Vice-President.

Attest:
F. E. MUSGROVE, *Secretary.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Oscar Lindstrand, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me B. B. Greer and W. G. White, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice-President and Secretary, respectively, of Chicago Union Station Company, a corporation, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such Vice-President and Secretary, respectively, and as the free and voluntary act of said Chicago Union Station Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of December, A. D. 1924.

OSCAR LINDSTRAND,
[SEAL] *Notary Public.*

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, Oscar Lindstrand, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Hale Holden and C. I. Sturgis personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively, of Chicago, Burlington & Quincy Railroad Company, a corporation, and acknowledged that they signed. sealed and delivered said instrument as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act of said Chicago, Burlington & Quincy Railroad Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of December, A. D. 1924.

OSCAR LINDSTRAND,
[SEAL] *Notary Public.*

STATE OF ILLINOIS, } SS.
COUNTY OF COOK. }

I, Oscar Lindstrand, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me H. E. Byram and T. W. Burtness, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively, of Chicago, Milwaukee and St. Paul Railway Company, a corporation, and acknowledged that they signed sealed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said Chicago, Milwaukee and St. Paul Railway Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of December, A. D. 1924.

OSCAR LINDSTRAND,
[SEAL] *Notary Public.*

STATE OF PENNSYLVANIA, } SS.
COUNTY OF PHILADELPHIA. }

I, N. Spering a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Saml. Rea and Lewis Neilson personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Asst. Secretary, respectively, of The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, a corporation, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such President and Asst. Secretary respectively, and as the free and voluntary act of said The Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of December, A. D. 1924.

N. SPERING,
[SEAL] *Notary Public.*

My commission expires April 1st, 1927.

STATE OF PENNSYLVANIA, } ss.
COUNTY OF PHILADELPHIA. }

I, N. Spering, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Saml. Rea and Lewis Neilson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively, of The Pennsylvania Railroad Company, a corporation, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said The Pennsylvania Railroad Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of December, A. D. 1924.

[SEAL] N. SPERING,
Notary Public.

My commission expires April 1st, 1927.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, C. E. Clippinger, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Leon L. Loehr and F. E. Musgrove, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice-President and Asst. Secretary, respectively, of the Illinois Merchants Trust Company, a corporation, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such Vice-President and Asst. Secretary, respectively, and as the free and voluntary act of the said Illinois Merchants Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of December, A. D. 1924.

[SEAL] C. E. CLIPPINGER,
Notary Public.

My commission expires December 20, 1927.

SUPPLEMENTAL AGREEMENT December 27, 1918. The Saint Paul Union Depot Company and Chicago Milwaukee and St. Paul Railway Company, Chicago St. Paul Minneapolis and Omaha Railway Company, Chicago Burlington and Quincy Railroad Company, Minneapolis St. Paul and Sault Ste. Marie Railway Company, Great Northern Railway Company, Northern Pacific Railway Company, Chicago Great Western Railroad Company, The Minneapolis and St. Louis Railroad Company, The Chicago Rock Island and Pacific Railway Company. Terminal facilities St. Paul, Minnesota 0.53 miles.

This Indenture, made this 27th day of December, 1918, between The Saint Paul Union Depot Company, a Minnesota corporation party of the first part;

and Chicago, Milwaukee and St. Paul Railway Company; Chicago St. Paul, Minneapolis and Omaha Railway Company; Chicago, Burlington and Quincy Railroad Company; Minneapolis, St. Paul and Sault Ste. Marie Railway Company; Great Northern Railway Company; Northern Pacific Railway Company; Chicago Great Western Railroad Company; The Minneapolis and St. Louis Railroad Company, and The Chicago, Rock Island and Pacific Railway Company, parties of the second part.

Whereas, the parties entered into an indenture dated December 18, 1916, commonly called "Operating Agreement between The Saint Paul Union Depot Company and its Stockholding Tenants," by the 9th section of which the stockholding tenants agreed among other things to pay the interest on $11,500,000.00 (or so much thereof as from time to time may be outstanding) of First Refunding Mortgage Bonds of the Depot Company, and also "such other expenses and liabilities as may be incurred in the preservation and management of said property (of the Depot Company) and the business thereof;" and

Whereas, for the purpose of adding to and improving its property and in lieu of issuing at this time the First and Refunding Bonds referred to in said section 9, the Depot Company proposes to issue its five-year 5½% guaranteed gold notes to the amount of $8,000,000.00 and has borrowed and may hereafter borrow for the same purposes other moneys from time to time.

Now Therefore, it is agreed between the parties that all obligations issued and to be issued for any of the purposes for which said First and Refunding Bonds can properly be issued according to the terms of the said mortgage, whether the said obligations are in form notes or bonds and whether they be secured by said mortgage or not are obligations the interest on which by the true intent and meaning of said section 9 of the Operating Agreement is payable by the parties of the second part; and that said interest shall be treated under the Operating Agreement the same as interest upon First and Refunding Mortgage Bonds. *But provided* that the total of such mortgage bonds plus all the obligations referred to in this contract at any time outstanding shall not exceed $11,500,000.00.

In Witness Whereof, the parties hereto have caused this instrument to be executed by their respective officers in that behalf duly authorized the day and year first above written. (In twelve counterparts.)

The Saint Paul Union Depot Company,
By E. Pennington,
President.

Attest:

Charles Jensch,
Secretary.

In Presence of:
M. V. Seymour
M. McGinn
As to U. D. Co.

[Corporate Seal]

Chicago, Milwaukee & St. Paul Railway Company,
By E. D. SEWALL,
Vice President.

Attest:

E. W. ADAMS,
Secretary.

C. R. KNAPP
C. G. RANZ
As to C. M. & St. P.
[CORPORATE SEAL]

Chicago, St. Paul, Minneapolis & Omaha Railway Company,
By JAS. T. CLARK,
President.

Attest:

C. A. LEGGO,
Asst. Secretary.

P. A. ROCKWELL
H. P. BARLOW
As to C. St. P. M. & O.
[CORPORATE SEAL]

Chicago, Burlington and Quincy Railroad Company,
By T. S. HOWLAND,
Vice President.

Attest:

W. J. JARVIS,
Asst. Secretary.

E. J. SMITH
E. M. SPODEN
As to C. B. & Q.
[CORPORATE SEAL]

Minneapolis, St. Paul and Sault Ste. Marie Railway Company,
By E. PENNINGTON,
President.

Attest:

G. W. WEBSTER,
Secretary.

F. P. MARTIN
J. E. OLSON
As to M. St. P. & S. S. M.
[CORPORATE SEAL]

Great Northern Railway Company,
By E. C. LINDLEY,
Vice President.

Attest:

F. L. PAETZOLD,
Secretary.

JOHN J. BOYLE
M. H. LILLEY
As to G. N. Ry. Co.
[CORPORATE SEAL]

Northern Pacific Railway Company,
By C. W. BUNN,
Vice President.

Attest:

R. H. RELF,
Asst. Secretary.

L. B. TROTT
N. A. BLASING
As to N. P. Ry. Co.
[CORPORATE SEAL]

Chicago Great Western Railroad Company,
By S. M. FELTON,
President.

Attest:

W. G. LERCH,
Secretary.

F. F. OSTERMAN
A. C. SIMMONS
As to C. G. W. R. R.
[CORPORATE SEAL]

The Minneapolis & St. Louis Railroad Company,
By L. C. FRITCH,
Vice President.

Attest:

A. C. DOAN,
Secretary.

R. P. DALTON
W. B. DAVIDS
As to M. & St. L.
[CORPORATE SEAL]

The Chicago, Rock Island & Pacific Railway Company,
By CHARLES HAYDEN,
President.

Attest:

CARL NYQUIST,
Secretary.

AMY EDLING
W. J. CAMPHAUSEN
As to C. R. I. & P. Ry. Co.
[CORPORATE SEAL]

SUPPLEMENTAL AGREEMENT November 2, 1923, The Saint Paul Union Depot Company and Chicago Milwaukee and St. Paul Railway Company, Chicago St. Paul Minneapolis and Omaha Railway Company, Chicago Burlington & Quincy Railroad Company, Minneapolis St. Paul

and Sault Ste. Marie Railway Company, Great Northern Railway Company, Northern Pacific Railway Company, Chicago Great Western Railroad Company, The Chicago Rock Island and Pacific Railway Company, The Minneapolis and St. Louis Railroad Company. Terminal facilities, St. Paul, Minnesota, 0.53 miles.

Amendment to Operating Agreement between The Saint Paul Union Depot Company and its stockholding tenants.

The St. Paul Union Depot Company. Amendment to Operating Agreement for use of Union Passenger Station and Terminal Facilities.

This Indenture, made this 2nd day of November, 1923, between The Saint Paul Union Depot Company (hereinafter referred to as "The Depot Company"), party of the first part, and Chicago, Milwaukee and St. Paul Railway Company; Chicago, St. Paul, Minneapolis and Omaha Railway Company; Chicago Burlington & Quincy Railroad Company; Minneapolis, St. Paul and Sault Ste. Marie Railway Company; Great Northern Railway Company; Northern Pacific Railway Company; Chicago, Great Western Railroad Company; Chicago, Rock Island and Pacific Railway Company; The Minneapolis and St. Louis Railroad Company, and W. H. Bremner, as Receiver of said Minneapolis and St. Louis Railroad Company, parties of the second part, hereinafter called the "Railway Companies," *Witnesseth:*

I.

Whereas, in that certain operating agreement heretofore entered into between the parties hereto and dated December 18, 1916, the aggregate amount of bonds to be first issued under the First and Refunding Mortgage of The Depot Company, is limited to $11,500,000.00 and it is now intended to issue, under said mortgage bonds aggregating $15,500,000.00 instead of $11,500,000.00:

Now Therefore, It Is Agreed that the Operating Agreement between the parties hereto, dated December 18, 1916, be amended so that paragraph four of section nine thereof shall read as follows:

> "FOURTH: The payment of semi-annual interest at a rate to be fixed by the Board of Directors of The Depot Company upon the Fifteen Million, Five Hundred Thousand Dollars ($15,500,000.00) of bonds first issued under and secured by said First and Refunding Mortgage, or so much thereof as from time to time may be outstanding."

and so amended thereafter and throughout said Operating Agreement that wherever the authorized first issue of bonds under said First and Refunding Mortgage or the indebtedness represented thereby is referred to in the sum of $11,500,000.00, said words and figures representing that amount be amended to read "Fifteen Million, Five Hundred Thousand Dollars ($15,500,000.00)."

W. H. Bremner, solely in his capacity as Receiver of The Minneapolis and St. Louis Railroad Company, one of the parties to this agreement, joins in this agreement in his official capacity as such Receiver, and binds the trust estate in his hands as such Receiver to the extent and in the manner

authorized and provided by the order of the District Court of the United States for the District of Minnesota, Fourth Division, authorizing him to join in this agreement as such Receiver.

In Witness Whereof, the said parties hereto have caused these presents to be signed in twelve counterparts by their respective Presidents or Vice-presidents, in that behalf duly authorized, and impressions of their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

The Saint Paul Union Depot Company,
[SEAL] *By* RALPH BUDD,
President.
Attest: CHARLES JENSCH,
Signed, Sealed and Delivered in presence of: *Secretary.*
J. A. LENGBY
C. H. SMITH
(As to The St. Paul Union Depot Co.)

Chicago, Milwaukee and St. Paul Railway Company,
[SEAL] *By* B. B. GREER,
Vice President.
Attest: A. C. HAGENSICK,
E. A. WITT *Assistant Secretary.*
G. M. DEMPSEY
(As to C. M. & St. P. Ry. Co.)

Chicago, St. Paul, Minneapolis and Omaha Railway Company,
[SEAL] *By* W. H. FINLEY,
President.
Attest: JOHN D. CALDWELL,
C. C. HOUSTON *Secretary.*
BARRETT CONWAY
(As to C. St. P. M. & O. Ry Co.)

Chicago, Burlington & Quincy Railroad Company,
[SEAL] *By* C. G. BURNHAM,
Executive Vice President.
Attest: E. J. ALDEN,
J. W. COOPER *Assistant Secretary.*
A. D. MCLANE
(As to C. B. & Q. R. R. Co.)

Minneapolis, St. Paul and Sault Ste. Marie Railway Company,
[SEAL] *By* C. T. JAFFRAY,
President.
Attest: W. R. HARLEY,
R. E. DAVIES *Secretary.*
G. W. HELM
(As to M. St. P. & S. Ste. M. Ry. Co.)

Great Northern Railway Company,
[SEAL] *By* G. R. MARTIN,
Vice President.
F. L. PAETZOLD,
Attest: *Secretary.*
J. A. LENGBY
M. H. LILLEY
(As to G. N. Ry. Co.)

Northern Pacific Railway Company,
[SEAL] *By* CHARLES DONNELLY,
President.
R. H. RELF,
Attest: *Assistant Secretary.*
A. M. GOTTSCHALD
RUSSELL H. DICK
(As to N. P. Ry. Co.)

Chicago Great Western Railroad Company,
[SEAL] *By* S. M. FELTON,
President.
W. G. LERCH,
Attest: *Secretary.*
W. W. SULLIVAN
H. W. BURTNESS
(As to C. G. W. R. R. Co.)

The Chicago, Rock Island and Pacific Railway Company,
[SEAL] *By* J. E. GORMAN,
President.
CARL NYQUIST,
Attest: *Secretary.*
A. E. OWEN
ARTHUR D. GIBSON
(As to C. R. I. & P. Ry. Co.)

The Minneapolis and St. Louis Railroad Company,
[SEAL] *By* W. H. BREMNER,
President.
E. S. REDEL,
Attest: *Assistant Secretary.*
M. E. EATON
C. F. ANDERSON
(As to M. & St. L. R. R. Co.)
M. E. EATON
E. S. REDEL
(As to Receiver, M. & St. L. R. R. Co.)

W. H. BREMNER,
As Receiver of The Minneapolis and St. Louis Railroad Company, and not as an individual.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS.

On this 20th day of May, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came Ralph Budd, President, and Charles Jensch, Secretary of The Saint Paul Union Depot Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said Ralph Budd is the President, and the said Charles Jensch is the Secretary of The Saint Paul Union Depot Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] JESSIE O. BOHRER,
Notary Public, Ramsey County. Minnesota,
My commission expires Aug. 16, 1927.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

On this 3rd day of May, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came B. B. Greer, Vice President, and A. C. Hagensick, Asst., Secretary of Chicago, Milwaukee and St. Paul Railway Company, to me personally known, and known to me to be such Vice President and Asst. Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said B. B. Greer is the Vice President, and the said A. C. Hagensick is the Asst. Secretary of Chicago, Milwaukee and St. Paul Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] W. D. MILLARD,
Notary Public, Cook County, Illinois,
My commission expires May 10, 1924.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

On this 1st day of May, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came W. H. Finley, President, and John D. Caldwell, Secretary of Chicago, St. Paul, Minneapolis and Omaha Railway Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said W. H. Finley is the President,

and the said John D. Caldwell is the Secretary of Chicago, St. Paul, Minneapolis and Omaha Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] P. J. SESTERHENN,

Notary Public, Cook County, Illinois.

My commission expires May 8, 1926.

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 2nd day of May, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came C. G. Burnham, Vice President, and E. J. Alden, Asst., Secretary of Chicago, Burlington & Quincy Railroad Company, to me personally known, and known to me to be such Vice President and Asst. Secretary, respectively of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said C. G. Burnham is the Vice President, and the said E. J. Alden is the Asst. Secretary of Chicago, Burlington & Quincy Railroad Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] A. D. MCLANE,

Notary Public, Cook County, Illinois,

My commission expires Mar. 22, 1927.

STATE OF MINNESOTA } ss.
COUNTY OF HENNEPIN }

On this 23rd day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came C. T. Jaffray, President, and W. R. Harley, Secretary of Minneapolis, St. Paul and Sault Ste. Marie Railway Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said C. T. Jaffray is the President, and the said W. R. Harley is the Secretary of Minneapolis, St. Paul and Sault Ste. Marie Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] ALFRED O. BJORKLUND,

Notary Public, Hennepin County, Minnesota,

My commission expires Nov. 14, 1929.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS.

On this 28th day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came G. R. Martin, Vice President, and F. L. Paetzold, Secretary of Great Northern Railway Company, to me personally known, and known to me to be such Vice President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said G. R. Martin is the Vice President, and the said F. L. Paetzold is the Secretary of Great Northern Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] JESSIE O. BOHRER,

Notary Public, Ramsey County, Minnesota,
My commission expires Aug. 16, 1927.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS.

On this 22nd day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came Charles Donnelly, President, and R. H. Relf, Asst. Secretary of Northern Pacific Railway Company, to me personally known, and known to me to be such President and Asst. Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said Charles Donnelly is the President, and the said R. H. Relf is the Asst. Secretary of Northern Pacific Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] L. R. FELLOWS,

Notary Public, Ramsey County, Minnesota,
My commission expires April 2, 1925.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

On this 1st day of May, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgedgments, personally came S. M. Felton, President, and W. G. Lerch, Secretary of Chicago Great Western Railroad Company, to me personally known and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said S. M. Felton is the President, and the said W. G. Lerch is the Secretary of Chicago Great Western Railroad Company, one of

the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] JNO. COENEN,

Notary Public, Cook County, Illinois,
My commission expires Oct. 20, 1926.

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

On this 30th day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came J. E. Gorman, President, and Carl Nyquist, Secretary of The Chicago, Rock Island and Pacific Railway Company, to me personally known, and known to me to be such President and Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said J. E. Gorman is the President, and the said Carl Nyquist is the Secretary of the Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation.

[SEAL] W. VANDERPOOL,

Notary Public, Cook County, Illinois,
My commission expires Oct. 27, 1926.

STATE OF MINNESOTA } ss.
COUNTY OF HENNEPIN }

On this 24th day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came W. H. Bremner, President, and E. S. Redel, Asst. Secretary of The Minneapolis and St. Louis Railroad Company, to me personally known, and known to me to be such President and Asst. Secretary, respectively, of said corporation, who being by me first duly sworn, doth depose and say, each for himself, that the said W. H. Bremner is the President, and the said E. S. Redel is the Asst. Secretary of The Minneapolis and St. Louis Railroad Company, one of the corporations described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, executed and sealed in behalf of said corporation by authority of its Board of Directors; and they did severally acknowledge said instrument to be the free act and deed of said corporation

[SEAL] M. H. MCDERMOTT.

Notary Public, Hennepin County, Minn.
My commission expires March 25, 1925.

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

On this 24th day of April, 1924, before me, a notary public within and for said county, duly commissioned and qualified to take and certify acknowledgments, personally came W. H. Bremner, as Receiver of The Minneapolis and St. Louis Railroad Company, and not as an individual, to me well known to be the person who executed the foregoing instrument, and he acknowledged the execution thereof as his free act and deed, in his capacity as Receiver of said Railroad Company and not as an individual, and for the uses and purposes therein expressed.

[SEAL] M. H. MCDERMOTT,

Notary Public, Hennepin County, Minnesota,
My commission expires March 25, 1925.

RELEASE, August 30, 1905 The Farmers' Loan and Trust Company to The Chicago and Rock River Railroad Company.

(See page 1046)

Know All Men by These Presents, That

Whereas, The Chicago and Rock River Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for the purpose of securing a series of bonds to an amount not exceeding Twenty Thousand Dollars ($20,000.00) per mile of its completed railroad, did make, execute and deliver to The Farmers' Loan and Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of New York, a certain Indenture of Mortgage, dated July 1, 1871, recorded in the office of the Recorder of Whiteside County, State of Illinois, on November 14, 1871, in Book 55, on page 166; and also recorded in the office of the Recorder of De Kalb County, said State, on November 15, 1871, in Book 31 of Mortgages on page 38; and also recorded in the office of the Recorder of Lee County, said State on November 16, 1871, in Book "R" of Mortgages on Page 243; and also recorded in the office of the Clerk of the Circuit Court, Kendall County, said State ex-officio Recorder thereof on November 24, 1871, in Book 31, Page 334; and also recorded in the office of the Clerk of the Circuit Court in and for Will County, said State, and ex-officio Recorder thereof on December 1st, 1871, in Book 121, of Mortgages, Page 481; and

Whereas, All the bonds and unpaid coupons which have been issued and certified under and in pursuance of the terms of said mortgage have been cancelled and discharged, so that no bonds or coupons are now outstanding secured by said mortgage or entitled to the security thereof,

Now, therefore, The Farmers' Loan and Trust Company, as Trustee, under aforesaid Indenture of Cortgage *Doth Hereby Certify* that the said Indenture of Mortgage and the bonds secured thereby are paid and satisfied, and *Doth Hereby Consent* that the said Indenture of Mortgage be discharged of record.

And, The Farmers' Loan & Trust Company as Trustee as aforesaid, in consideration of the sum of One Dollar, to it in hand paid by the said Chicago & Rock River Railroad Company, hath remised, released and quit-

claimed, and by these presents doth remise, release and quit-claim unto the said Chicago & Rock River Railroad Company, and to its successors and assigns, forever, ALL the property and premises, real and personal, of every sort and description, in the said mortgage mentioned and described (reference being made to the said mortgage for fuller description), together with all the appurtenances thereof, and all the estate, right, title and interest, possession claim and demand whatever, as well at law as in equity, of the said The Farmers' Loan and Trust Company as Trustees aforesaid, of, in and to the said property and premises and every part and parcel thereof, with the appurtenances; *To Have and to Hold* the same unto the said Chicago and Rock River Railroad Company, its successors and assigns forever, free and discharged of any lien, claim or interest whatever of the said The Farmers' Loan and Trust Company as Trustee as aforesaid in the same or any part thereof.

In Witness Whereof, The said The Farmers' Loan and Trust Company as Trustee as aforesaid hath caused its corporate name to be hereunto subscribed, its corporate seal to be hereunto affixed and these presents to be duly attested at the City of New York this 30th day of August, One Thousand, nine hundred and five.

The Farmers' Loan and Trust Company, as Trustee.

By E. S. MARSTON, *President*

Attest: SAM. SLOAN JR., *Secretary*

UNITED STATES OF AMERICA,
STATE, CITY AND COUNTY OF NEW YORK } ss.

I, George H. Corey, a Commissioner of Deeds for the State of Illinois in and for the state of New York, duly commissioned and sworn, and dwelling in said City of New York, do hereby certify that on this 30th day of August, 1905, at the City of New York, in the County and State of New York, before me personally came Edwin S. Marston, to me personally known to be the President of the Farmers' Loan and Trust Company, and the person whose name is subscribed to and who executed the foregoing instrument as such President, who, being duly sworn, did depose and say that he resides in the City of New York and State of New York and is the President of the Farmers' Loan and Trust Company; that he knows the corporate seal of said Trust Company; that the seal affixed to the foregoing instrument is such corporate seal, and that he affixed the same and signed said instrument as President by authority of the Board of Directors of the said Trust Company; and he did further acknowledge that he, as such President, as aforesaid, signed and delivered the said instrument as the act and deed of the said corporation for the purposes and uses therein set forth.

Given under my hand and official seal, at the said City of New York this 30th day of August, A. D., 1905.

GEO. H. COREY,
Commissioner for the State of Illinois.
Office No. 56 Wall Street, New York City.

[SEAL]

BURLINGTON, SOUTH CHICAGO TERMINAL RAILROAD COMPANY

This company was incorporated under the laws of the State of Illinois by Articles dated February 7, 1917, to take effect January 30, 1917, which were filed with the Secretary of State of Illinois February 9, 1917, and recorded in Book 51, page 425.

Article Second describes the road authorized as follows:

"*Second:* It is intended to construct the said railroad from a point on the railroad of The Belt Railway Company near One Hundredth Street, in the City of Chicago, Illinois, thence extending southerly and southwesterly a distance of about ten (10) miles to the southerly limits of the City of Chicago, in the County of Cook and State of Illinois."

The first meeting of the Directors was held at Chicago, February 12, 1917.

The property of the company consists of approximately twenty-nine acres of land in the South Chicago Dock Company's Addition, south of One Hundredth Street, in the town of Hyde Park, Cook County, Illinois, purchased by the company from the Elgin, Joliet & Eastern Railway Company by deed dated February 16, 1917, recorded in Book 14,333, page 566, of the Deed Records of said Cook County, which land is occupied with main and side tracks approximately 53,542 feet in length, together with roundhouse and other appurtenances.

The tracks owned by the company are operated as side and terminal tracks and terminal property of the Chicago, Burlington & Quincy Railroad Company, which owns all of the capital stock of this company, and is also part owner of The Belt Railway Company of Chicago, whose tracks form a connection between the roads of said companies.

This company is still in active existence.

ARTICLES OF INCORPORATION, February 7, 1917, Burlington South Chicago Terminal Railroad Company.

Certificate Number 2483
State of Illinois
Office of
The Secretary of State

To All To Whom These Presents Shall Come, Greeting:

I, Louis L. Emmerson, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of Articles of Incorporation of Burlington, South Chicago Terminal Railroad Company, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, Done at the City of Springfield this 19th day of June, A. D. 1918.

[SEAL] LOUIS L. EMMERSON,
Secretary of State.

Articles of Incorporation of the Burlington South Chicago Terminal Railroad Company.

We the undersigned, Hale Holden, Edward M. Shelton, Harry E. Byram, Claude G. Burnham and Elmer A. Howard, desiring to form an incorporated company for the purpose of constructing and operating a railroad under the laws of Illinois, hereby adopt the following articles of incorporation:

First: The name of the proposed corporation shall be the Burlington South Chicago Terminal Railroad Company.

Second: It is intended to construct the said railroad from a point on the railroad of The Belt Railway Company near One Hundredth Street, in the City of Chicago, Illinois, thence extending southerly and southwesterly a distance of about ten (10) miles to the southerly limits of the City of Chicago, in the County of Cook, and State of Illinois.

Third: The principal business office of said company shall be established and maintained at the City of Chicago, in the County of Cook and State of Illinois.

Fourth: The time of the commencement of the corporation shall be January 30, 1917, and it shall continue for fifty (50) years thereafter, with the right to renew same, as may be provided by law.

Fifth: The amount of the capital stock of the corporation shall be One Million, Five Hundred Thousand Dollars (1,500,000).

Sixth: The names and places of residence of the several persons forming the association for incorporation are:

Hale Holden,	Chicago, Illinois.
Edward M. Shelton,	Hinsdale, Illinois.
Harry E. Byram,	Evanston, Illinois.
Claude G. Burnham,	Kenilworth, Illinois.
Elmer A. Howard,	Chicago, Illinois.

Seventh: The names of the first Board of Directors are Hale Holden, Edward M. Shelton, Harry E. Byram, Claude G. Burnham and Elmer A. Howard, and the government of the proposed corporation and the management of its affairs shall be vested in said Board of Directors, and a President, Vice-President and Secretary and Treasurer, to be elected by said Board of Directors.

Eighth: The capital stock of the corporation shall be divided into fifteen thousand (15,000) shares of the par value of One Hundred Dollars ($100) Each.

In Witness Whereof, we have hereunto severally subscribed our names this 7th day of February, A. D. 1917.

HALE HOLDEN [SEAL]
EDWARD M. SHELTON [SEAL]
HARRY E. BYRAM [SEAL]
CLAUDE G. BURNHAM [SEAL]
ELMER A. HOWARD [SEAL]

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

I, W. S. Burley, a Notary Public in and for the county and state aforesaid, do hereby certify that on this 7th day of February, 1917, personally appeared before me Hale Holden, Edward M. Shelton, Harry E. Byram, Claude G. Burnham and Elmer A. Howard, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they have executed the same for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

[SEAL]

W. S. BURLEY,
Notary Public in and for said County and State.

Filed for record in the office of the Secretary of State of Illinois Feb. 9, 1917, at 10.00 o'clock A. M., and recorded in Book 51 Page 425.

LOUIS L. EMMERSON,
Sec'y of State.

STATE OF ILLINOIS, } ss. No. 6046217
COOK COUNTY }

Filed for record 1917, Feb. 8, 4:13 P. M. and recorded in Book 232 Corp. Records Page 447.

JOSEPH F. HAAS,
Recorder.

Dom. Corp. Dept. Jun 19, 1918. Compared by J. P. M. and R. B. P.

LEASE, July 1, 1922, Burlington South Chicago Terminal Railroad Company to Chicago, Burlington & Quincy Railroad Company.

Indenture of Lease, Made and entered into this First day of July, 1922, by and between the Burlington South Chicago Terminal Railroad Company, a corporation, organized and existing under and by virtue

of the laws of the State of Illinois, as Lessor, and the Chicago, Burlington & Quincy Railroad Company, a corporation, also organized and existing under and by virtue of the laws of the State of Illinois, as Lessee;

Witnesseth: That,

Whereas, the said Lessor is the owner of certain terminal facilities, consisting of land, yards, boat slip, docks, railroad tracks and buildings, located along the Calumet River between One Hundredth and One Hundred and Sixth Streets in the City of Chicago, County of Cook, and State of Illinois, and constituting all of the property owned by said lessor; the location thereof being more particularly shown on blue print No. 45780, hereto attached, identified by the signature thereon of R. W. Willis, and made a part hereof, and being hereinafter referred to as the "property" of said Lessor; and,

Whereas, the said Lessee, Chicago, Burlington & Quincy Railroad Company, desires to lease all of said property of the Lessor; and,

Whereas, it is believed by the President and Board of Directors of said Lessor that it is for the best interests of the said Lessor that all of its said property shall be leased to said Lessee, the Chicago, Burlington & Quincy Railroad Company;

Now, Therefore, This Indenture Witnesseth:

That the said Lessor, the Burlington South Chicago Terminal Railroad Company, in consideration of the stipulations and agreements herein contained to be kept and performed by the said Lessee, has granted, demised and leased, and does hereby grant, demise and lease to the said lessee, the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, for the period hereinafter stated, all and singular its said property consisting, as aforesaid, of land, yards, boat slip, docks, railroad tracks and buildings, located along the Calumet River between 100th and 106th Streets in the City of Chicago, County of Cook, and State of Illinois, and constituting all of the property owned by said Lessor, the location thereof being more particularly shown on blue print hereto attached, together with all rights of way and other lands or interests therein belonging to or connected with the said property of said Lessor, all buildings and structures belonging thereto or used in connection therewith, together with all fixtures and appurtenances, and all other property of every kind and description belonging to or appertaining to the said property, or any part thereof, of said Lessor.

To Have and to Hold the said property and premises above mentioned, described and referred to, unto said Chicago, Burlington & Quincy Railroad Company, for and during the period hereinafter named.

And the said Lessee, in consideration of the leasing to it of the said property of the Lessor as above set forth, does hereby covenant and agree with the said Lessor, its successors and assigns, to take immediate possession of the said demised property above mentioned and described, and to maintain the same in good operating condition for and during the term of this lease; to pay, or cause to be paid, all taxes and assessments

that may be lawfully charged or assessed against said property, or any part thereof, and all franchise, income, occupation or other taxes or impositions that may be lawfully levied or imposed upon the said Lessor during the term of this lease; to keep said property in good condition and repair; and to return the same to the said Lessor at the expiration of this lease in as good condition and repair as the same is in at the commencement of said term.

This lease is made subject to all leases, trackage agreements, and other contracts and agreements to which the said Lessor is a party and which are in force and effect at the date hereof. The said Lessee shall be entitled to all rents, income and profits accruing out of any and all leases, contracts and agreements of the Lessor in effect at the date hereof, and shall, as between the parties hereto, assume and discharge all liabilities of said Lessor arising out of any and all of said leases, contracts and agreements of said Lessor existing on the date hereof, it being expressly understood and agreed, however, that this undertaking of the Lessee to assume and discharge the liability of said Lessor arising out of any such lease, contract or agreement of said Lessor, is made for the sole benefit of said Lessor, and not for the benefit of any other party to any such lease, contract or agreement, and that the said Lessee shall not by reason of anything herein contained, or otherwise, be liable directly or indirectly to any other party to any such lease, contract or agreement of said Lessor.

No additions or betterments shall during the term of this lease be made to said property of said Lessor without the consent in writing of said Lessor. In case additions or betterments are during the term hereof made to said property of the Lessor with the consent of said Lessor, or in compliance with the lawful order of any court or commission having jurisdiction thereof and requiring the same to be made, the cost of any and all such additions and betterments to said property of said Lessor shall be advanced and paid by said Lessee. Any sums so advanced and paid by said Lessee shall be charged to said Lessor and shall be repaid to said Lessee by the said Lessor, its successors or assigns, upon the termination of this lease. No interest shall during the term of this lease be charged against or be payable by said Lessor upon any sums so advanced by said Lessee in payment of the cost of additions or betterments so made to said property of the Lessor; provided, that all sums so advanced by the Lessee which are not repaid by the Lessor within one year after the date of the expiration of this lease shall bear interest at the rate of six per cent (6%) per annum from and after said period of one year after the expiration of this lease until repaid, such interest at the rate aforesaid to be payable semi-annually.

This lease shall take effect on the date hereof and shall continue in force and effect for the period of two (2) years from and after said July 1, 1922, and thereafter until terminated by either party upon sixty (60) days' written notice.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their proper officers, and their corporate

seals to be affixed and attested by their respective Secretaries, the day and year first above written.

Burlington South Chicago Terminal Railroad Company,

[SEAL] *By* HALE HOLDEN,

President.

Attest:

E. J. ALDEN, *Secy.*

Chicago, Burlington & Quincy Railroad Company,

[SEAL] *By* C. G. BURNHAM,

Executive Vice President.

Attest:

C. I. STURGIS, *Secy.*

AGREEMENT, May 3, 1927, Jacksonville & Havana Railroad Company and Chicago, Burlington & Quincy Railroad Company.

This Agreement, Made and entered into this 3rd day of May A. D. 1927, by and between the Jacksonville & Havana Railroad Company, a Corporation, hereinafter referred to as the "Jacksonville Company", party of the first part, and the Chicago, Burlington & Quincy Railroad Company, a Corporation, hereinafter referred to as the "Burlington Company", party of the second part,

Witnesseth:

Whereas, The Jacksonville Company is the owner of certain railroad tracks in the City of Jacksonville, Illinois, as indicated in green on blue print No. 62699, identified by the signature of A. W. Newton, marked Exhibit 'A' hereto attached and made a part hereof, and

Whereas, The Burlington Company is the owner of certain other tracks and facilities extending southerly from said tracks of the Jacksonville Company to Waverly, Illinois and shown in red on said Exhibit 'A', and

Whereas, each of the parties hereto desires to use the tracks of the other as shown in color on said Exhibit 'A' and each is willing to grant to the other such use upon the conditions hereinafter contained,

Now Therefore: In consideration of the premises and the mutual covenants and agreements hereinafter contained it is agreed by and between the parties hereto as follows:

ARTICLE I.

Section 1. Subject to all and singular, the terms and conditions hereinafter contained and to the observance and performance by each of the parties hereto of all those covenants and agreements hereinafter set forth by it to be observed and performd each of the parties hereto grants to the other the right to use during the term hereof its tracks shown in color on said Exhibit 'A' for the movement thereover of the engines, trains, and cars of such other party in the handling of its business as a common carrior.

§ 2. The tracks of the Burlington Company, the use of which is granted to the Jacksonville Company, under the terms of Section 1 hereof, shall be used by the Jacksonville Company for the sole and only purpose of transporting thereover cars and business of the Jacksonville Company in through movement from and to Jacksonville, Illinois, and Waverly, Illinois, and points beyond; and nothing in this agreement contained shall ever be

construed as granting to the Jacksonville Company the right to use said tracks or facilities of the Burlington Company for the handling of local business between, from or to intermediate points on the line of the Burlington Company. The tracks of the Jacksonville Company, the use of which is granted to the Burlington Company under the terms of Section 1 hereof, shall be used by the Burlington Company for the sole and only purpose of transporting thereover cars and business of the Burlington Company in through movement from and to points reached via the rails of the Burlington Company; also, the use of interchange tracks with connecting lines for the sole purpose of interchanging traffic to and from connecting lines, and nothing in this agreement contained shall ever be construed as granting to the Burlington Company the right to use said tracks or facilities of the Jacksonville Company for the handling of local business on the line of the Jacksonville Company.

§ 3. The use granted to the Jacksonville Company under the terms of Section 1 hereof shall further be restricted to a total of one hundred twenty (120) trains monthly between Jacksonville, and Waverly, Illinois, trains in either direction to be counted and such total to be cumulative for one month only, failure of the Jacksonville Company to make full use of said tracks of the Burlington Company in any one month giving no right to any excess use by it in a succeeding month. In counting trains of the Jacksonville Company, under the terms of this Section 3, light engines, or engines with waycars only, passing over the tracks of the Burlington Company to equalize power, to relieve failed engines or for similar purposes shall not be counted, but all other equipment of the Jacksonville Company, regardless of the nature of the movement over the tracks of the Burlington Company, shall be counted.

§ 4. Trains of the Burlington Company operating over any of the main line tracks of the Burlington Comapny covered by this agreement shall at all times and under all circumstances be given precedence over any train of the Jacksonville Company. Passenger trains of the Jacksonville Company while operating over any of the main line tracks of the Jacksonville Company covered by this agreement shall at all times and under all circumstances be given precedence over any train of the Burlington Company, thereon, provided, however, that the use by either Company of any track included under the terms hereof shall not be such as to unduly delay trains of the other Company in the use of such tracks in the business permitted hereunder.

§ 5. Trains of each party hereto shall be operated by its own employes over the tracks of the other, but such employes while operating over such tracks shall be under the jurisdiction, authority and control of employes of the owner of such tracks appointed by it to exercise such jurisdiction, authority and control. All employes of either party hereto using the tracks of the other or having jurisdiction over the employes of the other shall be satisfactory to such other party and any such employe shall, upon written request of the other party hereto, be removed from service over or upon the tracks jointly used hereunder, provided, however, that such removal shall not be inconsistent with any agreement which such party may have at the time with its employees covering wages or working conditions.

§ 6. Either party hereto may admit other users to its own facilities, but neither party hereto shall admit such users to the tracks of the other party, and no such use granted to a third party shall be such as to interfere with the use granted to the other party hereunder.

§ 7. Either party hereto may take coal or water at the facilities of the other located adjacent to said tracks the use of which is herein granted, but in such case charges shall be made by the party owning such facilities at its standard rate for such service.

§ 8. In case of the wreck of a train of either party hereto upon the facilities of the other, the party upon whose facilities such wreck may have occurred shall perform the service of picking up the same and the party whose train is involved therein shall pay and assume all expense incurred by such party in said service.

ARTICLE II

Section 1. Each party hereto shall maintain, repair and renew the tracks owned by it, the joint use of which is granted herein, and no charge shall be made against the other party hereto because of any such maintenance, repair or renewal.

§ 2. It is agreed by the parties hereto that the standard of maintenance for the main line track of each party hereto shall be that used by the Burlington Company in maintaining the track shown in red on said Exhibit 'A', and the Jacksonville Company hereby expressly agrees that it will maintain, repair and renew its main line track shown in green on said Exhibit 'A' in a condition equal to that of the Burlington Company shown in red thereon.

§ 3. Should the Jacksonville Company fail, neglect or refuse to fully maintain its main line track under the terms of Section 2 hereof, then and in that event and should such failure continue for a period of ten (10) days after written notice thereof shall have been served by the Burlington Company upon the Jacksonville Company, the Burlington Company may enter upon said tracks of the Jacksonville Company and perform such work as may be required thereon to bring them to the standard of maintenance hereinbefore agreed upon, and all cost or expense incurred by the Burlington Company in such work shall be assumed and paid by the Jacksonville Company within ten (10) days after receipt of bill therefor from the Burlington Company.

§ 4. Each party hereto shall bear the entire cost of all additions and betterments to its own facilities leased hereunder, and each shall pay all taxes, assessments or Governmental imposts or duties levied upon, against or on account of its own facilities, and neither party hereto shall be liable to the other for any portion thereof.

§ 5. No rental shall be charged by either party hereto against the other party hereto on account of the use of its facilities by such other party under the terms hereof.

ARTICLE III

Section 1. Subject to the provisions of Sections 2 and 3 of Article II each party hereto shall be bound to use only reasonable and customary care,

skill and diligence in maintaining and repairing its own track leased hereunder, and in managing and operating the same, and neither party hereto shall by reason of any defects in the property of the other make against the other party hereto any claim or demand for loss, damage or injury arising therefrom.

§ 2. Except as hereinafter specifically provided, each party hereto shall assume and bear all liability arising upon the tracks owned by it and leased hereunder.

§ 3. For the purposes of this Section 3, any employe of either party hereto exercising jurisdiction, authority or control over the trains of the other party hereto under the terms of Section 5 of Article I hereof, shall be construed to be the employe of such other party while so engaged.

Except in the case of collisions involving the trains of both parties each party hereto assumes all risk of loss, damage, injury or death occurring upon the railway properties jointly used, to property of such party or to property in its custody, or to its passengers, or to its employes, or to the third persons, or to employes of the other party, or to the properties jointly used, by reason of or growing out of the use of any parts of the railway jointly used of any engine, car or train of such party, in all respects as if such party had been in the exclusive use and control of said railway.

In case of collision on the said railway jointly used, between engines, cars or trains of both parties, caused solely by the negligences of the sole employes of one of the parties, the party whose employes are at fault shall be responsible for and pay the entire loss, damage and injury caused thereby; in case of such collision caused by the joint negligence of the sole employes of both parties, or in case it cannot be determined whose employe or employes were at fault, each party shall bear and pay for all loss, damage, injury or death which its own property or property in its custody, or its passengers, or its employes may have suffered in consequence thereof, and an equal share of all other loss, damage, injury or death by whomsoever or whatsoever sustained.

§ 4. Each party hereto covenants and agrees with the other that it will pay for all loss, damage, and expense, both as to persons and property, the risk of which it has herein assumed, the judgment of any court to the contrary notwithstanding, and will forever indemnify and save harmless the other, its successors and assigns from and against all liability and claim therefor, or by reason thereof, and will pay, satisfy and discharge all judgments that may be rendered by reason thereof and all costs, charges and expenses incident thereto. In the event both parties hereto shall be liable hereunder upon any claim, demand, suit or cause of action arising under the liability sections of this agreement, and the same shall be compromised or settled by a voluntary payment of money or other valuable consideration by either party hereto, release from liability shall be taken to and in the names of both parties hereto. Neither party hereto, however, shall make any such compromise or settlement in excess of the sum of Five Hundred Dollars ($500.00), without the authority of the others; but any settlement made by either party hereto in consideration of said sum or a less sum shall be binding upon the other party hereto.

§ 5. In case a suit or suits shall be commenced against either party hereto for or on account of any damage or injury for which the other party hereto is solely or jointly liable under this agreement, the party so sued shall give to the other party written notice of the pendency of such suit, and thereupon the other party shall and will assume or join in the defense thereof; and if the party so notified is solely liable under this agreement it shall and will save and hold harmless the party so sued from its pro portion of all such loss, cost and expense, as determined by this agreement. Neither party hereto shall be concluded by any judgment against the other party hereto unless it shall have had reasonable notice that it was required to defend or join in the defense and reasonable opportunity so to do. When such notice and opportunity shall have been given, the party so notified shall, to the extent of its liability, as determined by this agreement, be concluded by the judgment as to all matters which could have been litigated in such suit.

ARTICLE IV

If at any time a question shall arise touching the construction of any part of this agreement, or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question the parties hereto cannot agree, such question shall be submitted to the arbitrament of three disinterested persons to be chosen, one by the Jacksonville Company, one by the Burlington Company, and one by the two so chosen. The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and in behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators so chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as aforesaid, such third arbitrator may be appointed, upon ten (10) days' notice by either party hereto to the other party hereto of its intention to make application therefore, by any Judge of the District Court of the United States for the District which shall then include Jacksonville, Illinois. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them and shall serve a copy of such award upon each party hereto, and the award of such arbitrators, or a majority of them, shall be final and binding upon both parties, and each

or either party shall immediately make such changes in the conduct of its business or such payment or restitution as the case may be as in and by such award may be required of them respectively. The books and papers of both parties, so far as they relate to matters submitted to arbitration, shall be open to the examination of the arbitrators and the party against whom the award shall be made shall pay all the fees and expenses of the arbitrators. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

ARTICLE V

This agreement shall be effective upon July 1st, 1927 and shall remain in full force and effect and be binding upon the parties hereto, their successors and assigns, for the full term of fifty (50) years thereafter, or until June 30th, 1977, provided however, that this agreement may become effective upon any date prior to July 1st, 1927 upon ten (10) days' written notice served by the Jacksonville Company upon the Burlington Company indicating therein its desire to so advance such effective date. Upon June 30th, 1977 this agreement and all its terms and conditions shall cease and determine, saving and excepting any liability which may have arisen out of transactions had hereunder prior to such date of termination.

In Witness Whereof, each party hereto has executed this agreement in duplicate as of the day and date first above written.

[SEAL] Jacksonville & Havana Railroad Company
Attest: MILTON MALLIN. *By* FREDERICK J. LISMAN.
Secretary. *Chairman of the Board.*
[SEAL] Chicago, Burlington & Quincy Railroad Company
Attest: E. J. ALDEN. C. G. BURNHAM.
Asst. Secretary. *Executive Vice President.*
Approved as to Form: THOS. J. LAWLESS, *General Attorney.*

AGREEMENT, March 30, 1928 Chicago, Burlington & Quincy Railroad Company and Toledo, Peoria & Western Railroad.

This Agreement, made and entered into this thirtieth day of March A.D., 1928, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation, hereinafter referred to as the Burlington Company, party of the first part, and the Toledo, Peoria & Western Railroad, a corporation, hereinafter referred to as the Peoria Company, party of the second part.

Witnesseth,

Whereas, The Burlington Company is the owner of certain railroad tracks situated in the City of Peoria, Illinois, shown—

(1) in solid red between the points "A" (point of connection with the track of The Chicago, Rock Island & Pacific Railway Company) and "O" (as defined in Article I, Section 5 hereof), and

(2) in dashed green between the points "S" (a point of switch at approximately the northeast line of Chestnut Street) and "C" (point of switch

of crossover connecting with track shown in solid red, located in Water Street, approximately sixty 60) feet southwesterly of the southwest line of Chestnut Street), and

(3) the Burlington Company is also the owner of or possesses the right to admit the Peoria Company to the use of trackage shown in dashed green between the points "B" (center of double slip switch lying in Water Street approximately eighty (80) feet northeasterly of the northeast line of Chestnut Street) and said point "S"—

all as indicated on blue print 64010 A, identified by the signature of A. W. Newton, marked Exhibit "A", hereto attached and made a part hereof, and,

Whereas, the Burlington Company is willing to replace, upon the terms hereinafter contained, the present crossover from "S" to "C" with a No. 11 crossover, starting from "S" and terminating at "M", as shown by the dashed red line (point "M" being approximately one hundred and thirty (130) feet Southwesterly of the Southwest line of Chestnut Street), and to re-arrange its so called crook tracks across Chestnut Street so they will connect with the present stub track of the Burlington Company, instead of with the main line, as indicated in solid yellow on Exhibit "A", and,

Whereas, the Burlington Company is willing to construct, after necessary arrangements have been made for the same by the Peoria Company, and upon the terms hereinafter contained, the connections shown in dashed red line between the points "O" and "P" and the dashed purple lake line between the points "R" and "D", and,

Whereas, the Peoria Company desires to use said tracks, so shown in solid red, dashed red, and dashed green on said Exhibit "A", and may also desire to use the tracks shown in dashed purple lake, for the purpose of operating its engines, trains and cars thereover, including engines and cars of other companies while engaged in the interchange of traffic with the Peoria Company in the conduct of the business of the Peoria Company as a common carrier at and through the City of Peoria, Illinois, and,

Whereas, the Burlington Company is willing to grant the Peoria Company the right to so use its said tracks, but only upon the terms and conditions hereinafter specified,

Now, Therefore, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1.

Section 1. The Burlington Company hereby grants to the Peoria Company, during the term hereof, in common with the Burlington Company and such other company or companies as it may admit to the use of the same, and subject to all and singular the terms and conditions hereinafter contained, the right to operate its engines, trains and cars wih its own employes over the track of the Burlington Company shown in solid red on said Exhibit "A" between the points "A" and "O".

§ 2. The Burlington Company further grants to the Peoria Company the right to use, in the same manner as provided in Section 1 hereof, in addition to the track shown in solid red as referred to in Section 1 hereof,

but within the limitations hereinafter in this agreement prescribed, that track shown in dashed green from "B" to "C" on said Exhibit "A", and also the crossover from "S" to "M", as shown by the dashed red line, when the same shall have replaced the crossover from "S" to "C", but nothing herein contained shall ever be construed as obligating the Burlington Company to assist the Peoria Company, in obtaining trackage to reach said point "B", this being under the terms hereof an obligation assumed by the Peoria Company alone.

§ 3. The grant to the Peoria Company contained in Section 2 hereof, under the terms of which it is given the right to use said trackage shown in dashed green between the points "B" and "C" on said Exhibit "A", shall be construed to be a temporary grant only so far as it covers that portion thereof now extending from "S" to "C" and upon completion of the crossover to extend from "S" to "M", as shown by dashed red line on said Exhibit "A", such grant to use crossover "S" to "C" shall forthwith lapse and determine and the Peoria Company shall have no further right during the remainder of the term hereof to use said crossover "S" to "C" for any purpose whatsoever, but in lieu thereof shall have the right to use, under the terms hereof, the crossover "B" to "M".

§ 4. As soon as may be after the date of execution hereof, the Burlington Company will replace the present crossover from "S" to "C" with a No. 11 crossover, starting at point "S" and terminating approximately at point "M", as shown by the dashed red line on Exhibit "A", and will also re-arrange its so called crook tracks across Chestnut Street so that they will connect with the present stub track of the Burlington Company instead of with the main line, approximately as indicated in solid yellow on Exhibit "A". The entire expense incurred by the Burlington Company in the replacement of the said crossover and in the said re-arrangement of its crook tracks shall be borne and assumed by it except as hereinafter specifically provided.

§ 5. As soon as may be after the date of execution hereof, the Burlington Company will construct that trackage shown in dashed red on said Exhibit "A", extending from the point "O", which is defined to be the existing derail in the track of the Burlington Company easterly from the crossing of the tracks of the Burlington Company and the Peoria Terminal Company, to the point "P" in the right of way line of the Burlington Company, said trackage to serve as a portion of a connection between the rails of the Burlington Company and those of the Peoria Terminal Company, but it is an expressed condition precedent to such construction by the Burlington Company, that the Peoria Company shall have first had and obtained the written consent of the Peoria Terminal Company to the construction of said connection, a copy of such written consent to be furnished to the Burlington Company by the Peoria Company prior to the date work is started thereon by the Burlington Company. The entire expense incurred by the Burlington Company in the construction of that portion of said connection hereinabove in this Section 5 referred to shall be borne and assumed by it except as hereinafter specifically provided.

§ 6 At any time during the term hereof, the Peoria Company may, by the service of at least thirty (30) days written notice upon the Burlington

Company, require the Burlington Company to assist in the construction of a direct connection between its rails and those of the Peoria Company, the approximate location of said connection being shown by dashed purple lake and dashed white lines on said exhibit "A" between the points "R" and "E". Upon the expiration of the period named in said notice, the Burlington Company shall construct that portion of said connecting track shown in dashed purple lake on said Exhibit "A" between the point "R" (the point of switch in the main line of the Burlington Company) and the point "D" (the right of way line of the Burlington Company) and the entire expense incurred therein shall be borne and assumed by the Burlington Company except as hereinafter specifically provided. The remainder of said connecting track shall be constructed by and at the sole expense of the Peoria Company. Upon completion of this new direct connection between the rails of the Burlington Company and the Peoria Company, under the terms of this agreement, the grant covered in Section 3 hereof shall forthwith lapse and determine and the Peoria Company shall have no further right during the remainder of the term hereof to use the track or tracks covered by said Section 3 for any purpose whatsoever.

§ 7. All liability of every kind and nature arising out of the work performed or to be performed by the Burlington Company under the terms of Section 4, 5 and 6 of this Article I, shall be borne and assumed by the Peoria Company, regardless of the manner in which said liability may arise, and the Peoria Company shall further obtain any ordinance or authority of any commission which may be required in connection with such construction, the Burlington Company being hereby relieved from all obligations with respect thereto.

§ 8. The Burlington Company hereby grants to the Peoria Company the right to use said tracks constructed and owned by the Burlington Company under the terms of Sections 4, 5, and 6 of this Article I, under the same rules and subject to the same limitations as are prescribed for the use by the Peoria Company of that track shown in solid red on said Exhibit "A" between the points "O" and "R".

§ 9. Anything in this agreement to the contrary notwithstanding, it is expressly understood that the use of the tracks of the Burlington Company by the Peoria Company as provided herein shall at all times be limited in the following manner:

(a) The main line of the Burlington Company shown in solid red on said Exhibit "A" between the points "O" and "R", the track shown in dashed green between the points "B" and "C", the crossover track shown in dashed red between the points "S" and "M", when constructed, the track shown in dashed red between the points "O" and "P" and the track shown in dashed purple lake between the points "R" and "D", when constructed may be used by all trains of the Peoria Company while engaged in the conduct of its business as a common carrier, except that no yard switching movements may be handled by the Peoria Company thereon.

(b) The track of the Burlington Company shown in solid red between the points "R" and "A" shall be used by the Peoria Company solely for

the purpose of reaching tracks of The Chicago, Rock Island & Pacific Railway Company for the interchange of cars with that company or its successors and for no other purpose or purposes whatsoever.

§ 10. The Burlington Company agrees that it will permit other companies to move their engines and cars over the tracks of the Burlington Company covered by this agreement whenever such movement is for the sole and only purpose of interchanging cars with the Peoria Company. However, it is an expressed condition for such agreement on the part of the Burlington Company, that the Peoria Company shall, and it hereby does assume full and complete responsibility under all circumstances whatsoever, for such engines and cars, together with the employes operating the same, while upon said tracks of the Burlington Company, in the same manner and to the same extent as were said engines, cars and employes the engines, cars and employes of the Peoria Company upon said tracks of the Burlington Company by virtue of the terms of this agreement, and hereafter in this agreement whenever reference is made to the engines, trains, cars or employes of the Peoria Company such reference is understood to include the engines, trains, cars and/or employes of such other companies admitted to the use of said tracks of the Burlington Company under the terms of this Section 10, provided, however, that if any such other company shall cause damage to the tracks, property or employes of the Burlington Company by reason of negligence on the part of such other company or its employes, then the Peoria Company shall be subrogated to the rights of the Burlington Company to the extent of any payment required to be made by the Peoria Company under this section.

§ 11. The Burlington Company does not warrant its right to grant to the Peoria Company the use of any track or tracks included under the terms of this agreement and no obligation shall be construed to rest upon the Burlington Company requiring it to secure to the Peoria Company the right to use any such track or tracks, the sole and only obligation of the Burlington Company hereunder being to grant to the Peoria Company the right to use said tracks insofar as said Burlington Company may have or acquire the ownership thereof or the right to admit an additional user thereto.

ARTICLE II.

Section 1. For the use of the track shown in solid red on said Exhibit "A", the Peoria Company shall pay as rental to the Burlington Company Three Hundred Thirty-Four and 38/100 Dollars ($334.38) monthly throughout the terms of this agreement.

§ 2. For the use of the track shown in dashed green on said Exhibit "A" or any portion thereof, the Peoria Company shall pay as rental to the Burlington Company Two and 56/100 Dollars ($2.56) monthly for so long a period as it shall use said track under the terms of this agreement.

§ 3. The Peoria Company shall further pay the Burlington Company monthly a sum of money which shall be equal to one-twelfth (1/12) of three percent (3%) upon the total cost properly chargeable to Road and Equipment Accounts under the rules of the Interstate Commerce Commission in effect at time such expenditures are made incurred by the Burlington

Company in the replacement of the present cross-over "S" to "C" with the No. 11 cross-over from "S" to "M" and the re-arrangement of the so-called crook tracks, as indicated on Exhibit "A". All other expense incurred by the Burlington Company in said cross-over replacement and in the re-arrangement of said crook tracks is to be borne by the Peoria Company.

Payments under this Section 3 shall begin in the month in which construction work is started and the rental shall be applied each month to the total amount expended by the Burlington Company in or about the replacement or re-arrangement of said tracks, up to the last day of the month immediately preceding that for which rental is being paid. After the completion of said work the amounts paid by the Peoria Company hereunder shall be increased from time to time by an amount which shall be equal to one-twelfth (1/12) of three percent (3%) upon all expenditures made by the Burlington Company for additions and betterments to said tracks and properly chargeable to Road and Equipment accounts under the rules of the Interstate Commerce Commission in effect at the time such expenditures are made.

§ 4. The Peoria Company shall further pay the Burlington Company monthly a sum of money which shall be equal to one-twelfth (1/12) of six percent (6%) upon the total cost incurred by the Burlington Company in the construction of the connecting track shown in dashed red on said Exhibit "A" between the points "O" and "P" and, if constructed, the connecting track shown in dashed purple lake between the points "R" and "D". Such costs shall include any amounts expended by the Burlington Company because of changes required in the interlocking plant protecting the crossing of the tracks of the Burlington Company and the Peoria Terminal Company and resulting from the construction or use of the connecting track "O-P".

Payments under this Section 4 shall begin in the month in which construction of either of said connecting tracks is started and the rental shall be applied each month to the total amount expended by the Burlington Company in or about the construction of said connecting track or tracks, up to the last day of the month immediately preceding that for which rental is being paid. After the completion of said connecting track or tracks the amounts paid by the Peoria Company hereunder shall be increased from time to time by an amount which shall be equal to one-twelvth (1/12) of six percent (6%) upon all expenditures made by the Burlington Company for additions and betterments to said connecting track or tracks and properly chargeable to Road and Equipment Accounts under the rules of the Interstate Commerce Commission in effect at the time such expenditures are made.

§ 5. The Burlington Company shall make all improvements, additions and betterments to the tracks covered by this agreement, that in its opinion may be necessary or desirable for the safe and proper operation of the same (or that any competent public authority may require it to make) and the rentals to be paid by the Peoria Company under the terms of Sections 1, 2, 3 and 4 of this Article II shall be increased or decreased currently by an amount equal to one-twelfth (1/12) of three percent (3%) upon the amount of all expenditures for such improvements, additions and betterments, including retirements, when made to the tracks referred to in said Sections

1, 2, 3 and 4 and properly chargeable or creditable to Road and Equipment Accounts under the rules of the Interstate Commerce Commission in effect at the time such expenditures are made.

§ 6. In the event that the Burlington Company shall admit any other company or companies to the use of the tracks covered hereby or any portion thereof, the rentals to be paid by the Peoria Company under the terms of this Article II shall be equitably reduced during the period of such additional use;

§ 7. The Peoria Company shall pay the Burlington Company monthly the full cost and expense incurred by the Burlington Company in the maintenance and operation during the month covered by said bill of the tracks shown in dashed red between the points "O" and "P" and in dashed purple lake between the points "R" and "D", should the latter be constructed. In the event the Burlington Company or any other company or companies, not admitted under the terms of this agreement, shall make use of said connections, or either of them, then the expense of maintenance and operation of the connection or connections so used shall be apportioned between the Burlington Company and the Peoria Company in the manner provided in Section 8 of this Article II.

§ 8. The Peoria Company shall further pay the Burlington Company monthly a car handled proportion of all expenses incurred by the Burlington Company in the maintenance and operation of said tracks shown on Exhibit "A" in solid red from "A" to "O", in dashed green from "S" to "C" (while used by the Peoria Company) and in dashed red from "S" to "M" when constructed, and in determining said car handled proportion, the proportion due from the Peoria Company shall be determined to be that proportion of the total expense so incurred by the Burlington Company, which the number of cars of the Peoria Company passing over said track or tracks or any portion thereof during the month covered by said bill shall bear to the total number of cars passing over said track or tracks or any portion thereof during said period, each engine with or without a caboose to be counted as two cars.

The engines and cars of other companies using said tracks to interchange cars with either the Burlington Company or the Peoria Company shall be included in the count of cars above referred to. Switching movements of either party hereto shall not be counted and the engines and cars of other companies using said tracks to interchange cars with the Peoria Company shall be counted against the Peoria Company.

§ 9. The charges for operation regularly to be made under Sections 7 and 8 of this Article II shall only include such items as are directly assignable to the operation of the tracks provided to be used by the Peoria Company under this agreement by reason of the employes directly engaged in such operation, it being understood that all items of supervision and superintendence shall be paid for as provided in Section 10 of this Article II.

§ 10. In arriving at the amounts to be charged the Peoria Company under the provisions of Sections 3, 4, 7 and 8 of this Article II, the Burlington Company shall add to all items of direct labor ten percent (10%) and to all items of material fifteen percent (15%) to cover freight, handling,

cost of accounting, general supervision and all similar items of expense not capable of exact ascertainment.

§ 11. All payments herein provided to be made by the Peoria Company to the Burlington Company shall be made within thirty (30) days after rendition of bills therefor to the Peoria Company by the Burlington Company and payment of such bills shall not be delayed for errors which are not serious or important, but bills shall be paid as rendered notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary correction to be made in subsequent bills.

§ 12. Taxes and assessments shall be construed to be a proper charge against the joint account under the terms of this agreement, and shall be included in operating expenses and assumed by the parties hereto as herein above provided, excepting only that should any tax or special assessment be paid by the Burlington Company, which is properly chargeable to Road and Equipment Accounts under the rules of the Interstate Commerce Commission in effect at the time such tax or assessment is paid, then and in that event the full amount of said tax or assessment shall be capitalized, and interest rental shall be paid thereon as hereinbefore provided.

Should any tax or assessment be levied against the property of the Burlington Company, the use of which is granted the Peoria Company hereunder and should such tax or assessment cover not only such property so used by the Peoria Company but also other property of the Burlington Company, then and in that event, said tax or assessment shall be divided between the facilities used by the Peoria Company and the remaining facilities of the Burlington Company on the basis that the taxable valuation of the facilities used hereunder shall bear to the total taxable valuation of all facilities of the Burlington Company upon which said tax or assessment may be levied; and the Peoria Company shall assume its proper proportion of the tax or assessment determined in such manner.

§ 13. The Burlington Company shall maintain, repair, renew and operate the facilities covered hereby, furnishing all employes and material required therein, excepting those employes engaged in train and engine service for the exclusive benefit of one of the parties hereto and excepting those employes of the Peoria Terminal Company referred to in Section 5 of Article III hereof, and the Peoria Company shall assume its proportion as determined under the provisions of this agreement, of all the expenses incurred by the Burlington Company in such maintenance, repair, renewal and operation.

ARTICLE III.

Section 1. The Peoria Company shall have the use of the tracks covered hereby for the purpose of handling its own business only, it being hereby specifically agreed that the Peoria Company shall never permit the use of said tracks or any of them by any other company or companies whatsoever in the City of Peoria except when engaged in such use in the interchange of cars with the Peoria Company as under the terms of this agreement specifically permitted. The Peoria Company may use said tracks for road movements or for the movements of transfer trains, but it shall never under

cover of this agreement use said tracks, or any portion thereof, for yard switching or for any similar purpose.

§ 2. The Peoria Company shall not, under cover of this agreement, permit any other railroad company or companies to use said tracks, nor any portion thereof, except for interchange of cars with the Peoria Company nor shall it make connections with the said tracks either for its own use or for any other company, except as such connections are specifically authorized under the terms of this agreement.

§ 3. Trains of the Peoria Company shall be operated by its own engines and with its own crews, but such crews shall at all times and under all circumstances while upon the tracks covered hereby be under the complete supervision and control of employes of the Burlington Company authorized by it to exercise such supervision and control. Transfer trains of other companies admitted to said tracks under the terms of this agreement shall be construed to be trains of the Peoria Company hereunder.

§ 4. All rules, regulations and orders shall be reasonable, just and fair to the Peoria Company and all officers and employes engaged in the operation and maintenance of the tracks used by the Peoria Company hereunder, shall attend to the business of each party without preference to either. All passenger trains upon said tracks shall be given preference over other trains and the trains of the companies using said tracks shall be given equal dispatch according to their class. Regular trains of the Peoria Company shall be shown on the working time tables of the Burlington Company according to their class.

§ 5. Should the Peoria Terminal Company make any charge against the Burlington Company on account of the connection with its rails at the point "P" as shown on said Exhibit "A", then and in that event the full amount of such charge shall be borne and assumed by the Peoria Company, and all charges made by the Peoria Terminal Company on account of the use by the Peoria Company of its interlocking plant located adjacent to said point "P" shall likewise be assumed by the Peoria Company. Should it be necessary in the opinion of the Burlington Company to employ operators in said tower of the Peoria Terminal Company and such fact require the hiring of additional men by the Peoria Terminal Company, or the payment of higher rates to men already employed by it on account of the telegraphing service required in the opinion of the Burlington Company, then and in that event the Peoria Company shall pay the full amount of any additional cost incurred by the Burlington Company thereby.

§ 6. Each of the parties hereto shall assume and pay the full cost of printing new time cards when such new time cards are made necessary solely by a change in the time of such party's trains. In all other cases one-fifth (1/5) of the cost of printing such new time cards shall be construed to be an item of joint expense and shall be divided between the parties hereto in the same manner as other expenses of maintenance and operation are divided under the terms of Section 8 of Article II hereof.

§ 7. The books, records and papers of the Burlington Company touching on or material to the cost of improvements, additions or betterments to said joint track and touching on or material to the cost of maintenance or

operation thereof, shall at all times be freely open to the examination of the Peoria Company.

ARTICLE IV.

Section 1. The Burlington Company shall maintain and keep all of the tracks and facilities used by the Peoria Company hereunder, in reasonable repair and reasonably suitable for the combined business of both parties, but it is expressly understood that the Peoria Company shall not by reason of any defect in the roadway, tracks, or appliances, of, or pertaining to, said tracks and facilities, or by reason of the failure of the Burlington Company to repair such defect, have or make against the Burlington Company any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure; provided, however, that in case the Burlington Company shall fail to repair any defect in said tracks and/or facilities within twenty (20) days after the Peoria Company shall have given to the Burlington Company written notice specifying the defect and requesting that it be repaired, then the Peoria Company shall have the right to make the necessary repairs at once, and the Burlington Company shall and will pay the cost thereof, which shall thereupon be apportioned between the parties as in this agreement provided.

§ 2. The Burlington Company may admit to the use of said tracks, or any portion thereof, the trains, engines or cars of any other railroad company or companies whatever, but in such event, for the purpose of determining liability as between the parties hereto under the terms of this Article IV, such engines, trains, or cars and the employes operating the same shall be construed to be the engines, trains, cars and employes of the Burlington Company unless they shall be upon said tracks in connection with the interchange of cars with the Peoria Company as permitted under the terms of this agreement, in which case they shall be construed to be the engines, trains, cars and employes of the Peoria Company.

§ 3. All persons engaged in the maintenance, repair, renewal or operation of the said tracks shown on said Exhibit "A" in solid red, dashed red between "S" and "M" and in dashed green shall, as respects liability for loss, damage, injury or death, be deemed the joint employes of the parties hereto; employes engaged in the construction of tracks shown in dashed red between "O" and "P" and in purple lake on said Exhibit "A" and in the maintenance, repair, renewal or operation of tracks shown on said Exhibit "A" in purple lake and in dashed red between "O" and "P" shall be deemed the sole employes of the Peoria Company. If any persons are engaged partly in such construction, maintenance, repair, renewal or operation and partly in service not connected therewith, then and in that case, they shall be regarded as joint employes only while they are engaged in the construction, maintenance, repair, renewal or operation of said tracks. Enginemen and trainmen of each party engaged solely in its own service shall not be considered as joint employes hereunder.

§ 4. Liability for injury to or death of the person and destruction of or damage to property (including said tracks used by the Peoria Company hereunder and the person and property of said joint employes) shall be borne by the parties hereto as follows:

When the same shall be due to

(a) the sole negligence of a sole employe (or sole employes, as the case may be), of either party hereto; or to

(b) the concurring negligence of a joint employe and a sole employe of either party hereto: or to

(c) any defect in or failure of the engines or cars of either party hereto; it shall be borne by the party whose sole employe was thus negligent, or whose engines or cars were thus defective.

When the same shall be due to

(d) the concurring negligence of sole employes of both parties hereto; or to

(e) the concurring negligence of a joint employe and sole employes of both parties hereto; or to

(f) the sole negligence of a joint employe; or to

(g) the failure of or any defect in any part of said tracks; or to

(h) unknown or concealed causes, acts of third persons, act of God, or inevitable accident:

it shall be borne by each of the parties hereto as to its own property, property in its care, custody or control, and as to its own employes, patrons and passengers, whether the same be upon or about said tracks or facilities or upon its own engines, trains or cars; while as to third persons and their property, including joint employes, and as to said tracks and facilities, such liability shall be borne by the party hereto whose engines, trains, cars or sole employes are concerned in the accident causing such injury, death, destruction or damage, but if the trains, engines, cars or sole employes of both parties hereto are concerned in such accident, then such liability shall be borne by both the parties hereto in the same proportion as the cost of maintenance of the tracks upon which the accident occurred is borne under the provisions of Article II hereof.

All liability not hereinbefore covered by this Section 4 shall be borne by the parties hereto in the same proportion that the cost of maintenance of said tracks is borne under the terms of Section 8 of Article II hereof, unless such liability shall come under the terms of Section 7 of Article I hereof.

§ 5. Each party hereto covenants and agrees with the other that it will pay for all loss, damage, and expense, both as to persons and property, the risk of which it has herein assumed, the judgment of any court to the contrary notwithstanding, and will forever indemnify and save harmless the other, its successors and assigns from and against all liability and claim therefor, or by reason thereof, and will pay, satisfy and discharge all judgments that may be rendered by reason thereof and all costs, charges and expenses incident thereto. In the event both parties hereto shall be liable hereunder upon any claim, demand, suit or cause of action arising under the liability sections of this agreement, and the same shall be compromised or settled by a voluntary payment of money or other valuable consideration by either party hereto, release from liability shall be taken to and in the names of both parties hereto. Neither party hereto, however, shall make any such compromise or settlement in excess of the sum of Five Hundred Dollars ($500.00), without the authority of the other; but any settle-

ment made by either party hereto in consideration of said sum or a less sum shall be binding upon the other party hereto.

§ 6. In case a suit or suits shall be commenced against either party hereto for or on account of any damage or injury for which the other party hereto is solely or jointly liable under this agreement, the party so sued shall give to the other party written notice of the pendency of such suit, and thereupon the other party shall and will assume or join in the defense thereof; and if the party so notified is solely liable under this agreement, it shall and will save and hold harmless the party so sued from its proportion of all such loss, cost and expense, as determined by this agreement. Neither party hereto shall be concluded by any judgment against the other party hereto unless it shall have had reasonable notice that it was required to defend or join in the defense and reasonable opportunity so to do. When such notice and opportunity shall have been given, the party so notified shall, to the extent of its liability, as determined by this agreement, be concluded by the judgment as to all matters which could have been litigated in such suit.

ARTICLE V.

If at any time a question shall arise touching the construction of any part of this agreement, or concerning the business or manner of transacting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question the parties hereto cannot agree, such question shall be submitted to the arbitrament of three disinterested persons to be chosen, one by the Burlington Company, one by the Peoria Company, and one by the two so chosen. The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within twenty (20) days after notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice may and shall name and appoint an arbitrator for and in behalf of the party so in default and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party. If the two arbitrators so chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as aforesaid, such third arbitrator may be appointed upon ten (10) days' notice by either party hereto to the other party hereto of its intention to make application therefor, by any Judge of the District Court of the United States for the District which shall then include Peoria, Illinois. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigation as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them and shall serve a copy of such award upon each party hereto, and the award of such arbitrators, or a majority of them, shall be final and binding upon both parties, and each or

either party shall immediately make such changes in the conduct of its business or such payment or restitution as the case may be as in and by such award may be required of them respectively. The books and papers of both parties, so far as they relate to matters submitted to arbitration, shall be open to the examination of the arbitrators and the party against whom the award shall be made shall pay all the fees and expenses of the arbitrators. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

ARTICLE VI.

This agreement shall take effect as of July 1st, 1928, and shall remain in effect and be binding upon the parties hereto, their successors and assigns, until July 1st, 1953; and in further consideration of the several covenants, conditions and agreements to be performed by the Peoria Company as herein set forth, the Burlington Company hereby gives and grants to the Peoria Company, its successors and assigns, the right and option of extending this agreement for an additional term of twenty-five (25) years from and after July 1st, 1953, with the right at the expiration of such additional term to extend this agreement for an additional term of twenty-five (25) years; provided, nevertheless, that the foregoing extensions, and each of them, shall become effective if and when the Peoria Company, its successors or assigns, shall give to the Burlington Company, its successors or assigns, not less than twelve (12) months preceding the expiration of the then existing term of this agreement, written notice of its election to so extend this agreement, and provided further that before each extension of twenty-five (25) years shall become effective, the property used hereunder by the Peoria Company shall be re-appraised and rental payments to be made during such extended period by the Peoria Company shall be based on the re-appraised value, but in no event shall the annual rental payments to be made by the Peoria Company for any portion of any extension of twenty-five (25) years be less than the annual rental paid by the Peoria Company hereunder for the last calendar year preceding the year in which any extension of twenty-five (25) years shall become effective.

It is also agreed by and between the parties hereto that the Peoria Company shall not assign this agreement except as a part of the assignment of its entire line of railroad, and provided further that should the Peoria Company, its successors and/or assigns make default in any of the payments hereinbefore required by it to be made, or fail to faithfully perform any of the covenants hereinbefore set forth on its part to be performed, then and in such case, and after such default or failure shall have continued for a period of sixty (60) days after the Burlington Company shall have given to the Peoria Company, its successors and/or assigns, written notice thereof, the Burlington Company may, on thirty (30) days' written notice to the Peoria Company, thereupon declare this agreement terminated and exclude the Peoria Company, its successors and/or assigns, from the use of said tracks, or any portion thereof, and from all the rights and privileges

hereinbefore granted to it, and the Peoria Company, its successors and/or assigns, shall have no claim or demand upon the Burlington Company by suit at law or otherwise on account of such exclusion; and provided further that no termination of this agreement shall operate to relieve either party hereto from any obligation incurred under the provisions hereof, and arising out of transactions had hereunder prior to the date of such termination.

The Burlington Company may waive any such default or failure, but no action of the Burlington Company in waiving such default or failure shall extend to or be taken to affect any subsequent defaults or failures, or impair its rights resulting therefrom.

In Witness Whereof, the parties hereto have executed this agreement in duplicate, as of the day and date first above written.

[SEAL] Chicago, Burlington & Quincy Railroad Company

(Attest) E. J. ALDEN, *Assistant Secretary.* *By* HALE HOLDEN, *President.*

[SEAL] Toledo, Peoria & Western Railroad

(Attest) GUY A. GLADSON, *Secretary.* *By* GEO. J. MCNEAR, JR., *President.*

Approved as to Form: THOS. J. LAWLESS, *General Attorney.*

AGREEMENT, January 1, 1914. Chicago, Burlington & Quincy Railroad Company and Wabash Railroad Company.

This Agreement, made and entered into this First day of January, 1914, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation, organized and existing under the laws of the State of Illinois, hereinafter called the "Burlington Company," first party, and the Wabash Railroad Company, a corporation, organized and existing under the laws of the State of Illinois and other States, and Edward B. Pryor, Receiver of said Wabash Railroad Company, hereinafter called the "Receiver," second parties,

Witnesseth: Whereas, under a certain agreement between the Burlington Company and the said Wabash Railroad Company, dated the 26th day of November, 1899, and certain other agreements supplementary thereto, the said Wabash Railroad Company has been operating over a portion of the railway of the Burlington Company between East Hannibal and Quincy, Illinois; and

Whereas, the parties hereto desire to change the terms of said agreements and the conditions under which the Receiver shall hereafter operate over said portion of railway, as hereinafter set forth;

Now, Therefore, it is agreed as follows:

ARTICLE I.

SEC. 1. The Burlington Company hereby grants to the Receiver for the term, upon the conditions in the manner in this agreement set out, the use, in common with the Burlington Company and such other company or companies as the Burlington Company has permitted or shall at any time hereafter permit to use the same or any part thereof, of the portion of the railway of the Burlington Company, extending from a connection

with the tracks of the Receiver in Front Street between Monroe and Madison Streets in the City of Quincy, Illinois, thence in a southeasterly direction to a point of connection with the tracks of the Receiver on the north side of the Mississippi River in East Hannibal, Illinois (but not including any branches), together with all side, passing and industrial tracks and all the appurtenances thereunto belonging, and all present and future improvements and betterments thereof and additions thereto; the said present railway and premises, the use of which is hereby granted, is for convenience hereinafter designated as the "Joint Line," and more particularly described and shown in red on plat No. 26051-C, which is hereto attached, identified by the signatures of W. L. Breckinridge, Engineer Maintenance of Way, of the Burlington Company, and A. O. Cunningham, Chief Engineer, of the Receiver, and made a part of this agreement.

§ 2. Except as in this agreement otherwise provided, the Receiver shall have the full and unrestricted right to do all business of a common carrier at any and all points upon and over said joint line, and shall have the right to run, operate and manage his engines, trains and cars of all classes in the conduct of his business as a common carrier, in common with said Burlington Company, and such other company or companies as the Burlington Company has permitted or shall at any time hereafter permit to use the same or any part thereof.

Excepting contracts already entered into between the Burlington Company and other companies, the Burlington Company shall not, before the termination of this agreement, make or renew any contract with any Express Company whatever, concerning the carriage of express matter, business or messengers, upon or over the joint line which will in any way interfere with the right of the Receiver to carry through—but not local—express matter, business or messengers upon or over the same, or to enter into a contract with any Express Company which it may at any time or times for that purpose select.

§ 3. Such wires as the Receiver may require along the said joint line for the operation of his trains or for railroad purposes shall be erected on the Burlington Company's poles by the Receiver to the satisfaction and approval of the Burlington Company at the sole expense of the Receiver, after the Receiver shall have first secured the consent of the Western Union Telegraph Company. Thereafter such wire or wires shall be maintained and repaired by the Burlington Company and the Receiver shall reimburse the Burlington Company for such expense in the ratio that the mileage of the Receiver's wires along said joint line shall bear to the combined mileage of all wires on said poles along said joint line.

The Receiver shall also have the right to install and maintain at his own expense, such instruments as he may require in the station buildings of the Burlington Company along the said joint line and connect the same with the said wires of the Receiver, all in a manner to the satisfaction and approval of the Burlington Company.

§ 4. Nothing in this agreement contained shall be construed in any manner to affect or abridge any of the corporate franchises or powers of the Burlington Company to use and operate its railroad and property on its own behalf at all times and to exercise all the corporate franchises, powers

and privileges which it may at any time possess, but not so as to unnecessarily impair the rights and privileges hereby granted to the Receiver.

§ 5. The use hereby granted to the Receiver is for his own business only, including all business transported over his own line; and the Receiver shall not under cover of this agreement, permit or provide for the use by any other railroad, or other company, person or persons, of the said joint line, or any part thereof, or haul the trains of others over the same, nor shall the Receiver assign this agreement, nor grant any interest therein, without the written consent of the Burlington Company; provided, however, that trains of other railroad companies using other parts of the Wabash Railroad under detour agreements may be permitted to run over the joint line under said agreement.

§ 6. The Burlington Company reserves the right to admit other tenants to the use of said joint line or any part thereof on such terms and conditions as it may deem proper; provided that such additional burden shall not deprive the Receiver of the reasonable and proper use of said joint line for the purposes herein granted, and provided further, that any and all payments made by such other tenants for the use of said joint line shall accrue to the benefit of the parties hereto in the proportion of their respective wheelage.

§ 7. The Receiver shall, at his own expense, construct, and maintain in reasonably safe condition, the necessary connections between his railroad and the tracks of the Burlington Company, constituting the Northerly and Southerly termini of the said joint line, and shall also, at his own expense, construct and maintain in reasonably safe condition, the necessary connections between his tracks in Quincy, Illinois, and the said joint line, which tracks are shown in green on said plat. If at any time during the continuance of this agreement either party hereto shall desire, or any competent public authority shall require, the construction of an interlocking plant or plants to protect said connections, or any of them, such interlocking plant or plants shall be constructed, maintained and operated by the Burlington Company, and the entire cost and expense of the construction, maintenance and operation of said interlocking plant or plants shall be divided between the parties hereto in the same proportion as the number of functions of said plants used by each party bears to the total number of said functions; and the employes of the Burlington Company engaged in such construction, maintenance or operation shall be deemed the joint employes of the parties hereto.

ARTICLE II.

SEC. 1. As rental for the use of said joint line and the rights and privileges herein granted, the Receiver shall pay to the Burlington Company the sum of One Thousand Eight Hundred and Eighteen Dollars and Sixty four Cents ($1,818.64) per month.

§ 2. Either party shall have the right, from time to time during the term of this agreement, to demand a change in the amount of rental provided for in Section 1 of this Article, upon six (6) months' notice in writing to the other party, the new amount of said rental to be agreed upon by the parties during said notice period, and said new amount so agreed upon shall, from

and after the expiration of said period, be and remain the rental to be paid by the Receiver to the Burlington Company for the use of said joint line, unless and until the same shall be again in like manner changed. In the event that the parties hereto shall fail to agree upon a new amount of said rental by the expiration of said notice period, then the Burlington Company shall have the option either to continue the negotiations for new amount of rental, or to terminate this agreement upon three (3) months' written notice to the Receiver; it being understood and agreed that if the Burlington Company elects to continue the negotiations, it may at any time pending the same, terminate this agreement upon three (3) months' written notice to the Receiver; and it being further understood and agreed that the amount of rental being paid by the Receiver at the time of the service of notice of a demand for a change therein hereunder, shall continue until a new amount of rental is agreed upon, or the agreement is terminated by the Burlington Company as above provided.

§ 3. The Receiver shall pay the cost of issuing time cards from time to time when new cards are made necessary solely by change in the time of the Receiver's trains. When new cards are made necessary by changes in the time of the Receiver's trains and the trains of any other company or companies using said joint line, the Receiver shall pay such proportion of the cost of issuing new time cards as one bears to the total number of companies making such new time cards necessary by changes in the time of their trains.

§ 4. The Receiver shall pay, as bills therefor may be rendered by the Burlington Company, for any coal or other supplies furnished to the Receiver on said joint line by the Burlington Company.

§ 5. Payments provided for in Section 1 of this Article shall be made by the Receiver to the Burlington Company on or before the fifteenth day of each month for the preceding month; all other payments provided for under the terms of this agreement shall be made by the Receiver to the Burlington Company within thirty (30) days after the receipt of bills from the Burlington Company therefor.

ARTICLE III.

SEC. 1. The Burlington Company shall have the charge, supervision and control of the said joint line and the operation and maintenance thereof, and shall pay all taxes and assessments that shall be legally levied thereon, maintain the same in good condition and repair and do all acts and things necessary and proper, in its discretion, for the protection, maintenance and operation of the same.

If the Burlington Company shall fail to repair any defect or defects in the said joint line within a reasonable time after notice in writing from the Receiver so to do, specifying the said defect or defects, the Receiver may repair the same at the cost and expense of the Burlington Company.

§ 2. The Burlington Company shall at all stations on the joint line employ all necessary agents and servants and will require them to give the same care and attention to the business and telegraph and telephone service of the Receiver as to its own business. All such employes shall be neutral

and impartial and shall give the Receiver equality of service with the Burlington Company. They shall receive general orders from the Burlington Company, but the Receiver may issue orders direct to such employes respecting the conduct of his own business; no such orders, however, shall in any way interfere or conflict with the duties of such employes respecting the Burlington Company. The Burlington Company shall, upon the complaint of the Receiver, for reasonable cause by him stated, transfer any such agent or servant from the joint line.

The Receiver shall at all times, at his own expense, furnish such station supplies as may be required solely for the transaction of the separate business of the Receiver; and the Burlington Company shall at all times furnish such stations with all other station supplies.

§ 3. The Burlington Company shall, upon request of the Receiver, require such station agents and other employes as receive or handle moneys for or on account of the Receiver, to give such reasonable bonds or other indemnity as the Receiver may require against loss through the carelessness or dishonesty of such employes. The premiums or compensation for the same shall be paid by the Receivers.

In case of a shortage occurring in the accounts of any such agent or employe where it is impracticable to determine the amount thereof due to each party, the shortage shall be apportioned between the parties hereto on the basis of net unsettled balance due each party.

Neither party shall have or make any claim against the other party hereto on account of the shortage, dishonesty or defalcation of any such employe.

§ 4. The Burlington Company shall make all rules, regulations and schedules for the operation of the said joint line, which shall have like application to all engines, cars and trains which may be moved thereon; and all engines, cars and trains shall move under and in accordance with said rules, regulations and schedules, and the orders of the Superintendent, Train Despatchers, or other authorized agents of the Burlington Company made thereunder; but the engines, cars and trains of the Receiver shall, in respect to such movement, be treated, as nearly as practicable, as equal in right with the engines, cars and trains of a similar class of the Burlington Company, or of any person, persons or company using the said joint line.

The engines, cars and trains of the Receiver shall be operated by his own employes at his own expense while on said joint line.

§ 5. If the use of said joint line, or any part thereof, shall at any time or times be interrupted, or traffic thereon be delayed by any cause which could not have been reasonably foreseen and provided against, and if in such case the use thereof shall be fully restored with all reasonable diligence, then and in that case neither of the parties hereto shall have any claim against the other or its lessors, lessees, successors or assigns for loss or damage of any kind caused by or resulting from such interruption or delay; nor shall the Receiver in such case be entitled to any abatement of any of his rentals, unless said interruption shall continue for a period of one month or more.

In case any of the Receiver's engines, trains or cars shall be wrecked while upon any portion of the joint line, such wreck shall be picked up and

removed by the Burlington Company and the cost of said service will be borne by said Receiver or otherwise according to the respective liability of the parties hereto as provided in Article IV hereof.

ARTICLE IV.

Sec. 1. All persons engaged in the maintenance, repair, operation and protection of the joint line, and in the construction work thereon, although paid by the Burlington Company shall, as respects liability for loss, damage, injury or death be deemed and considered the joint employes of the Burlington Company and the Receiver.

If any persons are engaged partly in such maintenance, repair, operation, protection or construction, and partly in service not connected therewith, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the Burlington Company and the Receiver.

Engine and train men of each party engaged solely in its own service, as well as the employes of the Receiver engaged in the services mentioned in Section 7 of Article I hereof, shall not be considered joint employes hereunder.

§ 2. Each party hereto shall bear and pay for:

All loss, damage, injury or death sustained by any person or persons whomsoever (including both parties hereto and their employes) which is caused wholly by the negligence or willful acts of its sole employes, or by any defect in or failure of its engines or cars.

§ 3. Each party hereto shall bear and pay for:

All loss or damage to its own property; property in its custody; property of its employes; property of its passengers and other persons on its trains; —injury to, or death of, its employes; its passengers and other persons on its trains;—loss, damage, injury or death not in this section specifically mentioned, sustained by itself, its employes, its passengers and other persons on its trains and the owners of property in its custody.

When such loss, damage, injury or death is caused by or results from:

(a) Any defect or imperfection in said joint line, or any part thereof.
(b) Unknown causes.
(c) The negligence or willful act of a joint employe.
(d) The concurrent negligence or willful acts of a joint employe and a sole employe of either or both parties.
(e) The concurrent negligence or willful acts of the sole employes of both parties.
(f) Negligence or willful acts of third persons.
(g) Negligence or willful acts when the responsibility therefor cannot be determined.
(h) An Act of God or inevitable accident.

§ 4. Each party hereto shall bear and pay for all:

Loss or damage to property of joint employes; property of third persons—injury to or death of joint employes or of third persons, when such loss, damage, injury or death is caused by or results from the concurrent negligence or willful acts of a joint employe and its sole employe.

§ 5. All loss, damage, injury or death, liability for which is not in this agreement otherwise provided for, shall be borne and paid for by the parties hereto, share and share alike, each party bearing and paying one-half thereof; the intention being that this Section 5 shall cover all loss, damage, injury or death not mentioned in Section 3 of this Article (except as provided in Section 4 hereof) due to any of the causes specified therein.

§ 6. If either party hereto shall pay or be compelled to pay any sum or sums for which the other party is liable under the terms of this agreement, such other party agrees to repay to it, such sum or sums, together with all costs and expenses incident thereto, promptly upon receipt of bills therefor; provided, however, that neither party shall pay any such sum or sums without giving to the other party an opportunity to assume the payment or defend against the payment thereof.

In case a suit or suits shall be commenced against either party hereto, for or on account of any loss, damage, injury or death for which the other party is liable under the terms of this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon such other party shall assume the defense of such suit and shall save and hold the party so sued harmless from all loss, cost and expense by reason thereof.

Neither party shall be concluded by any judgment against the other unless it had reasonable notice that it was required to defend, and had reasonable opportunity to make such defense. When such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

ARTICLE V.

If the Receiver shall make default in any of the payments hereinbefore required of him to be made, or shall fail to perform any of the covenants herein required of him to be performed, then and in such case, and if such default or failure shall continue for a period of sixty (60) days after the Burlington Company shall have given the Receiver a written notice thereof, the Burlington Company may by a thirty (30) days' notice in writing to the Receiver, declare this agreement terminated, and may at the termination of the thirty (30) days in said notice mentioned, exclude the Receiver from the use and enjoyment of any and all of the premises and rights hereinbefore granted to him, and the Receiver shall surrender to the Burlington Company all of said premises, and shall have no claim or demand upon it by suit at law or otherwise, by reason of such exclusion. Provided, that failure to make any payment or perform any covenant which is the subject of arbitration or of litigation between the parties hereto, shall not, pending such arbitration or litigation, be deemed a cause of forfeiture.

The Burlingtn Company may waive any such default or failure, but no action of the Burlington Company in waiving such default or failure shall extend to, or be taken to affect any subsequent default or failure, or impair its rights resulting therefrom.

ARTICLE VI.

Sec. 1. If at any time a question shall arise touching the construction of any part of this agreement, or concerning the business, or manner of trans-

acting the business carried on under the provisions hereof, or concerning the observance or performance of any of the conditions herein contained, upon which question the parties hereto can not agree, such question shall be submitted to the arbitrament of three (3) disinterested persons, to be chosen one by the Burlington Company, one by the Receiver, and one by the two so chosen; provided, however, that the amount of rental to be paid by the Receiver for the use of said joint line shall not be a question for arbitration hereunder.

The party desiring such arbitration shall select its arbitrator and give written notice thereof to the other party, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators; and only the matters so stated shall be considered or decided by them. If either party shall fail to name an arbitrator within ten (10) days after written notice as aforesaid has been by the other party given to it, the arbitrator named by the party giving such notice, may and shall, name and appoint an arbitrator for and in behalf of the party so in default, and the arbitrator so named and appointed shall have the same power and authority as if he had been chosen by such party.

If the two arbitrators so chosen shall fail to select a third arbitrator within ten (10) days after the selection of the second arbitrator as aforesaid, such third arbitrator may be appointed upon ten (10) days notice by either party hereto to the other party hereto of its intention to make application therefor, by any Judge of the District Court of the United States for the District which shall then include the City of Chicago, Illinois. The arbitrators shall, as soon as possible after their selection, meet to hear and decide the questions submitted to them, and shall give to each party reasonable notice of the time and place of such meeting. After hearing both parties and taking such testimony or making such investigations as they may deem necessary, they shall make in writing their award upon the question or questions so submitted to them, and shall serve a copy of such award upon each party hereto, and the award of such arbitrators or a majority of them, shall be final and binding upon both parties; and each or either party shall immediately make such changes in the conduct of its business or such payment or restitution, as the case may be, as in and by such award may be required of them respectively.

The books and papers of both parties, so far as they relate to the matters submitted to arbitration, shall be open to the examination of the arbitrators, and the party against whom the award shall be made shall pay all the fees and expenses of the arbitrators. Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

Article VII.

Sec. 1. This agreement shall go into effect on the date hereof, and, unless sooner terminated as is in this agreement elsewhere provided, continue in force and effect until the Receiver now in possession of said Wabash Railroad shall be discharged.

§ 2. If at any time hereafter, by operation of law or judicial proceedings or otherwise, either party hereto, or any Receiver, trustee under mortgage, or other person for it, shall have the right or option to terminate this agreement, then and in such case the other party, its successors and assigns shall also have the right to terminate it.

ARTICLE VIII.

This agreement shall extend to and be binding upon the respective lessees, successors and assigns of each of the parties hereto and shall run with the property.

ARTICLE IX.

The aforesaid agreement of November 26, 1899, as well as agreements supplementary thereto, are hereby terminated; but each party hereto shall nevertheless have the right to recover from the other party hereto any obligations or liability which may have accrued thereunder while the same were effective and in operation.

It is further agreed that on the execution of this agreement, the agreement heretofore entered into between the Burlington Company and the Wabash Railroad Company, dated August 1, 1900, and covering certain facilities at Fall Creek, Illinois, shall be cancelled.

In Witness Whereof, the first party and the said Wabash Railroad Company have caused their corporate names to be hereunto subscribed by their proper officers and their corporate seals to be affixed and attested by their respective Secretaries, and the Receiver being thereunto duly authorized has hereunto set his hand, the day and year first above written.

[SEAL] Chicago, Burlington & Quincy Railroad Company,
By H. E. BYRAM,
Vice President.

Attest:
H. W. WEISS, *Asst. Secretary.*

[SEAL] Wabash Railroad Company,
By E. B. PRYOR,
Vice President.

Attest:
E. B. PRYOR, *Asst. Secretary.*

EDWARD B. PRYOR,
Receiver of the Wabash Railroad Company

Form Approved:
N. S. BROWN.
Form Approved:
F. S. ROBINSON.

SUPPLEMENTAL AGREEMENT, November 1, 1915, Chicago, Burlington & Quincy Railroad Company and Wabash Railway Company.

This Supplemental Agreement, made and entered into this first day of November, 1915, by and between the Chicago, Burlington & Quincy Railroad Company, a corporation, created under the laws of the State of Illinois,

hereinafter called the "Burlington Company," first party, and the Wabash Railway Company, a corporation, created under the laws of the State of Indiana, hereinafter called the "Wabash Company," second party;

Witnesseth: That,

Whereas, under a certain contract, of date January 1, 1914, between the Burlington Company as first party and the Wabash Railroad Company, and Edward B. Pryor, Receiver of said Wabash Railroad Company, as second parties (the said second parties being referred to in said contract as the "Receiver"), the Burlington Company granted unto said Receiver the right to use during the term of said receivership, under the terms and conditions set forth in said contract, the railroad of the Burlington Company between Quincy, Illinois and East Hannibal, Illinois, as in said contract described and as shown in red on plat No. 26051-C attached to said contract and made a part thereof, the said railroad of the Burlington Company as so described and shown being referred to in said contract as the "joint line"; and,

Whereas, effective on the date hereof said Receiver was discharged, said receivership terminated and the Wabash Company became the successor of the Receiver, and the parties hereto desire to continue said contract, as hereinafter amended, in force and effect for the term hereinafter set forth;

Now, Therefore, in consideration of the premises it is agreed by and between the parties hereto as follows:

I.

Plat No. 26051-D, with the said joint line shown in red thereon, hereto attached, identified by the signatures of W. L. Breckinridge, Engineer Maintenance of Way of the Burlington Company, and A. O. Cunningham, Chief Engineer of the Wabash Company, and made a part hereof, is hereby substituted for said plat No. 26051-C attached to said contract, and said last named plat is hereby made void.

II.

The sum of Eighteen Hundred and eighteen dollars and sixty-four cents ($1818.64) per month, provided in Section 1 of Article II of said contract to be paid to the Burlington Company as rental for the use of said joint line and the rights and privileges granted in said contract shall be, and the same is hereby, amended to read Eighteen Hundred and fifty-four dollars and twenty cents ($1854.20) per month, and the Wabash Company hereby agrees to pay to the Burlington Company said sum of $1854.20 per month as rental for the use of said joint line.

The Wabash Company further agrees to pay to the Burlington Company for the use of said joint line an annual sum equal to two and one-half per cent (2½%) interest, from the time when expenditure for each thereof shall be made, upon that portion of the cost of all additions, betterments and improvements which the Burlington Company may make to and on said joint line, and upon that portion of any assessments lawfully levied on said joint line and actually paid by the Burlington Company, which shall, under the rules of accounting then prescribed by the

Interstate Commerce Commission be chargeable to capital account; and also such additional monthly sum as the General Managers of the parties hereto shall agree upon as representing the Wabash Company's proportion of the cost of maintenance, repair, renewal, operation and taxes on said additions, betterments and improvements.

III.

The said contract of date January 1, 1914, with all its terms and conditions as herein modified and amended, shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and shall continue in force and effect for the term of One (1) year from the date hereof, and thereafter until terminated upon One (1) year's notice in writing by either party, unless sooner terminated under the provisions of Article II, Article V, or Section 2 of Article VII of said contract.

In Witness Whereof, the parties hereto have caused their corporate names to be hereunto subscribed by their proper officers, and their corporate seals to be affixed and attested by their respective Secretaries, or Assistant Secretaries, as of the day and year first above written.

[SEAL] Chicago, Burlington & Quincy Railroad Co.,
HALE HOLDEN,
President.

Attest:
H. W. WEISS, *Asst. Secretary.*

[SEAL] Wabash Railway Company,
E. F. KEARNEY,
President.

Attest:
T. J. TOBIN, *Asst. Secretary.*

Chicago, January 11, 1923.

Mr. S. E. Cotter,
VP&GM, Wabash Ry. Co.,
St. Louis, Missouri.

Dear Sir:—

On May 3rd, 1918, the Burlington Company completed some track changes and installed a track in the vicinity of Adams and Monroe Streets, Quincy, Ill., at an expense of $5,873.57, for the purpose of serving the American Strawboard Company, the said track so installed being shown in red on attached Burlington print No. 53569.

This track serving the Strawboard Company and running in a northwesterly direction leads out of the Burlington main line which is used jointly by the Wabash under contract dated January 1st, 1914, and supplemental agreement dated Nov. 1, 1915. It is understood that, effective Jan. 15th, 1923, the Wabash Company shall likewise be permitted to use said trackage, shown in red on attached print, such use by the Wabash Company to be subject to all the terms and conditions of said

contract dated Jan. 1st, 1914 and supplemental agreement dated Nov. 1, 1915, covering joint use of Burlington main line.

It is agreed that for the use of said trackage, shown in red on attached blue print, the Wabash Company will pay to the Burlington Company the sum of Four Hundred Thirty Dollars and Fifty Two Cents ($430.52) per annum, computed upon the following basis:

2½% per year on $5873.57		$146.84
Perishable material renewals—15 yr. life	$ 96.78	
Permanent material, 50% net renewals 20 year life	54.58	
Maintenance labor	100.00	
	$251.36	
Wabash wheelage proportion—87%		$218.68
Taxes ($130) Wabash proportion—50%		65.00
		$430.52

Bills rendered the Wabash Company under said contract dated Jan. 1, 1914, and supplemental agreement dated Nov. 1, 1915, shall be increased to cover the amount herein agreed to be paid by the Wabash for the use of said trackage shown in red on print hereto attached.

This supplemental arrangement as to said trackage, shown on attached print, may be terminated by either party giving to the other ninety (90) days' notice in writing of its desire to terminate the same and unless so terminated shall run concurrently with, and terminate with, said contract dated January 1st, 1914 and supplemental agreement dated November 1st, 1915.

This letter is written and executed in duplicate by me, and if the terms and conditions as herein set forth meet with your approval, please likewise execute both copies for the Wabash and return one of the copies to me—this letter agreement to stand in lieu of formal supplemental contract.

Yours truly,
W. F. THIEHOFF,
General Manager.

Accepted: Wabash Railway Company,
By S. E. COTTER.
Form approved:
N. S. BROWN.
Approved as to form,
THOS. J. LAWLESS.

Chicago, April 11, 1923.

Mr. S. E. Cotter,
VP&GM, Wabash Ry. Co.,
St. Louis, Missouri.

Dear Sir:—

You are using certain Burlington facilities Quincy to East Hannibal under terms of contract of January 1st, 1914 and supplement of November 1st, 1915, on an interest rental and user basis. The second paragraph

of Article 2 of the supplemental contract above mentioned states that your company is also to pay 2½% per annum interest from the time when expenditure for each thereof shall be made, upon that portion of the cost of all additions, betterments and improvements which the Burlington Company may make to and on said joint line.

In 1919 certain trackage was constructed to lead out of the joint line to serve the American Strawboard Company, and your company expressed a desire to use such trackage on the basis of the second paragraph of Article 2 above mentioned. After such trackage to the Strawboard Company was completed, your company decided that it would be cheaper for you to pay a switching charge on all business that came in or out of these tracks via your line than to secure the use of the tracks on the interest rental and user basis mentioned in Article 2 of the supplemental contract. The latter part of 1922, you decided that you would like to use the tracks on the said interest rental and user basis. This you will observe is the third decision made by your company in connection with this particular trackage.

We have no assurance but what some day if conditions change, your company may serve a notice on us that you will discontinue paying the interest rental, maintenance, etc. charges for use of the said trackage and go back to the switching arrangement.

I am sure you will agree with me that the contracts above mentioned did not contemplate that your company was to be at Liberty to use the tracks under one arrangement for one period and on another arrangement for a second period and, perhaps, go back to the first arrangement at a third period. It seems to me we should at the present time arrive at an understanding for future guidance that after your company once decides to join in the use of industrial trackage under the contracts in question, per the provisions of Article 2 of the supplemental contract of November 1st, 1915, your company is not to have the privilege of withdrawing from that arrangement during the life of said agreements; also that if your company once decides that you do not care to join in the use of such industrial trackage under the provisions of said contracts, you have not at some later date a right to withdraw such decision and demand right to use of the industrial trackage.

We gave you the benefit of the doubt in the case of the trackage serving the American Strawboard Company, but we do not feel that we should leave the situation, with reference to other tracks, in such a position that we will have a recurrence of the American Strawboard case.

We are perfectly willing to agree to the same understanding in connection with contracts of January 1st, 1914, and supplemental contract of November 1st, 1915, whereby we use your facilities between Bloomfield and Moulton.

I should be glad to receive acknowledgment from you of this letter, and advice that the proposition herein outlined is acceptable to your company.

Yours very truly

W. F. THIEHOFF,
General Manager.

WABASH RAILWAY COMPANY

St. Louis, Mo., May 2, 1923.
6604-B

Mr. W. F. Thiehoff, General Manager,
Chicago, Burlington & Quincy R. R. Co.
547 West Jackson Blvd.,
Chicago, Illinois.

Dear Sir:—

Replying to your letter of April 11th:

We are agreeable to the suggestion made in your letter as to the effective date of R & E charges agreed to in connection with the East Hannibal-Quincy trackage contract of January 1, 1914, and supplement of November 1, 1915.

I believe that, at the present time, the only R & E charge under consideration is that in connection with the construction of the track serving the American Strawboard Company's plant at Quincy.

Yours very truly
S. E. COTTER.

Chicago, October 6, 1927.

Mr. S. E. Cotter,
VP&GM,—Wabash Ry. Co.,
St. Louis, Missouri.

Dear Sir:—

In 1925 and 1926 the C. B. & Q. completed the construction of two tracks to serve the North Star Strawboard Mills at Quincy, Ill., under AFEs 8937 and 9931, at a total cost of $4,186.80, tracks installed being shown in red on attached Burlington print 63428.

These tracks lead out of track installed in 1918 which is used by the Wabash under letter of agreement dated January 11th, 1923. Your Superintendent advised that the Wabash desired to use these additional tracks under terms of contract dated January 1st, 1914 and supplement thereto dated November 1st, 1915, which contracts cover use of Burlington main line between Quincy and East Hannibal.

It is understood and agreed that the Wabash shall be permitted to use the trackage shown in red on attached print, such use by the Wabash to be subject to all the terms and conditions of said contract dated January 1st, 1914 and supplement thereto dated November 1st, 1915.

It is also agreed that for the use of the trackage shown in red on attached print the Wabash will pay to the Burlington the sum of $397.04, effective November 1st, 1927, computed on the following basis:

2½% per annum on $4,186.80		$104.67
Perishable material renewals—15 year life	$149.16	
Permanent material, 50% net renewals 20 year life,	29.43	
Maintenance labor	100.00	
	$278.59	

Wabash wheelage proportion—87%	242.37
Taxes ($100.00) Wabash proportion—50%	50.00
	$397.04

Effective November 1st, 1927, bills rendered against the Wabash under said contract dated January 1st, 1914 and supplement thereto dated November 1st, 1915, shall be increased to cover the amount herein agreed to be paid by the Wabash for use of trackage shown in red on print 63428 attached.

This supplemental arrangement as to said trackage shown on attached print may be terminated by either party giving the other ninety days notice in writing of its desire to terminate the same and unless so terminated shall run concurrently with and terminate with said contract dated January 1st, 1914 and supplemental agreement dated November 1st, 1915.

This letter is written and executed by me in duplicate and if terms and conditions as herein set forth meet with your approval please sign both copies on behalf of the Wabash and return one copy to me for the files of the Burlington.

This letter of agreement is to serve in lieu of formal supplemental contract.

Yours truly
W. F. THIEHOFF,
General Manager.

Accepted:
Wabash Railway Company
S. E. COTTER.
Vice President & General Manager. (12-8-1927.)

WABASH RAILWAY COMPANY

St. Louis, Mo.

December 31, 1927.
6604-B.

Mr. W. F. Thiehoff, General Manager,
C. B. & Q. Railroad,
Chicago, Illinois.

Dear Sir:—

Referring to your letter of December 10th:

We will accept rental bills for use of the two industrial tracks at the North Star Strawboard Mills, Quincy on basis of $207.21 beginning April 1, 1925, and an additional payment of $189.83, effective May 21, 1926.

Your very truly,
S. E. COTTER.

Chicago, December 10, 1927.

Mr. S. E. Cotter,
VP&GM—Wabash Ry Co.,
St. Louis, Mo.

Dear Sir:—

Please be referred to your letter of December 8th, file 6604-B, about my letter of October 6th, 1927, concerning additional payments to be made by the Wabash on account of two tracks serving the North Star Strawboard Mills at Quincy, Ill., which tracks were constructed under our AFEs 8937 and 9931.

The track constructed under AFE 8937 was completed on March 31st, 1925 and the track constructed under AFE 9931 was completed on May 21st, 1926.

My letter of October 6th states that the increased payments to be made by the Wabash are to be effective November 1st, 1927. When this date was inserted it was with the idea that your Company had just commenced use of the trackage in question, but my attention has just been called to the fact that you have had the use thereof ever since the tracks were completed. Under the circumstances there is no question but what your Company should pay increased payments effective date tracks were completed. Therefore, I propose, for your consideration, that your Company pay increased rental amounting to $207.21, effective April 1st, 1925, for track constructed on AFE 8937 and $189.83, effective May 21st, 1926, for track constructed under AFE 9931.

I shall be glad to receive advice from you that this is acceptable to your Company.

Yours truly,
W. F. THIEHOFF.

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